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Attorneys for Defendants FIRST FEDERAL BANK OF CALIFORNIA

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TELEPHONE (310) 785-0885 • FACSIMILE (310) 785-0787

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

KEITH SPENCER,

Plaintiff,

v.

FIRST FEDERAL BANK; PRUDENTIAL REALTY, EARL WALLACE, JEN DAVIS, M.P.O., KEEFER & ASSOCIATES, 1-100,

Defendant.

CASE NO. 08 CV 09 42 DMS LSP

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO DISMISS COMPLAINT OF KEITH SPENCER

Date: July 25, 2008
Time: 1:30 p.m.
Crtrm.: 10

TO THE HONORABLE DANA M. SABRAW, UNITED STATES DISTRICT JUDGE::

Defendant First Federal Bank of California ("First Federal") hereby requests that the Court take judicial notice of the following documents:

A. Deed of Trust between First Federal and Catherine Pope ("Pope"), dated May 31, 2005 and recorded in San Diego County as Instrument No. 2050483106. A true and correct copy of the Pope Deed of Trust is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Notice of Default and Election to Sell the real property known as 1224 Weaver Street, San Diego, California (the "Property") recorded February 8, 2007, in San

Diego County as Instrument No. 20070088137. A true and correct copy of the Notice of Default and Election to Sell the Property is attached hereto as Exhibit "B" and incorporated herein by this reference.

C. The Trustee's Deed Upon Sale conveying the Property to First Federal, recorded in San Diego County as Recorder Document No. 2007-0401580. A true and correct copy of the Trustee's Deed Upon Sale is attached hereto as Exhibit "C" and incorporated herein by this reference.

D. The Complaint of Catherine Pope in *Pope v. Countrywide Home Loans, et al.*, Case No. 07 CV 925 (the "Pope Complaint"), filed on May 22, 2007 in the Southern District of California. A true and correct copy of the Pope Complaint is attached hereto as Exhibit "D" and incorporated herein by this reference.

E. The Complaint of Charlotte Sneed in *Sneed v. Chase Home Finance LLC, et al.*, Case No. 07 CV 729 (the "Sneed Complaint"), filed on April 23, 2007 in the Southern District of California. A true and correct copy of the Sneed Complaint is attached hereto as Exhibit "E" and incorporated herein by this reference.

F. The Complaint of Rodney Belle in *Belle v. Chase Home Finance LLC, et al.*, 06 CV 2454 (the "Belle Complaint"), filed on November 7, 2006 in the Southern District of California. A true and correct copy of the Belle Complaint is attached hereto as Exhibit "F" and incorporated herein by this reference.

G. The Complaint of Benjamin Ashley in *Ashley v. First Federal Bank of California, et al.*, 07 CV 2123 (the "Ashley Complaint"), filed on November 6, 2007 in the Southern District of California. A true and correct copy of the Ashley Complaint is attached hereto as Exhibit "G" and incorporated herein by this reference.

H. The Complaint of Daniel Z. Ramos in *Ramos v. First Federal Bank of California, et al.*, Case No. 07 CV 06494, (the "Ramos Complaint") filed on December 28, 2007, in the Northern District of California. A true and correct copy of the Ramos Complaint is attached hereto as Exhibit "H" and incorporated herein by this reference.

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LOS ANGELES, CALIFORNIA 90067-2512
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I. The Order dismissing First Federal from *Sneed v. Chase Home Finance LLC, et al.*, Case No. 07 CV 729 (the "Sneed Order"), dated June 26, 2007. A true and correct copy of the Sneed Order is attached hereto as Exhibit "I" and incorporated herein by this reference.

J. The Order dismissing *Belle v. Chase Home Finance LLC, et al.*, 06 CV 2454 (the "Belle Order"), dated October 31, 2007. A true and correct copy of the Belle Order is attached hereto as Exhibit "J" and incorporated herein by this reference.

K. The Order dismissing First Federal from *Pope v. Countrywide Home Loans, et al.*, 07 CV 925 (the "Pope Order"), dated October 3, 2007. A true and correct copy of the Pope Order is attached hereto as Exhibit "K" and incorporated herein by this reference.

L. The Order dismissing *Ramos v. First Federal Bank of California, et al.*, 07 CV 06494 (the "Ramirez Order"), dated March 13, 2008. A true and correct copy of the Ramirez Order is attached hereto as Exhibit "L" and incorporated herein by this reference.

M. Deed of Trust between Seminole Mortgages and Keith Spencer, dated April 10, 2008, and recorded in San Diego County as Instrument No. 0000191189 (the "Spencer Deed of Trust.). A true and correct copy of the Spencer Deed of Trust is attached hereto as Exhibit "M" and incorporated herein by this reference.

N. Order Granting First Federal Bank of California's Application to Issue a Successive Writ of Execution/Possession in San Diego Superior Court Case No. 37-2007-00038543-CL-UD-CTL, dated May 22, 2008. A true and correct copy of the Order Granting First Federal Bank of California's Application to Issue a Successive Writ of Execution/Possession is attached hereto as Exhibit "N" and incorporated herein by this reference.

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LOS ANGELES, CALIFORNIA 90067-2512
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These documents are public records and Court records, and are pertinent to the consideration of the pending Motion of Defendant First Federal Bank of California: (1) To Dismiss All Causes of Action Against First Federal Bank of California [F.R.C.P. (8) & 12(b)(6)]; or, in the Alternative, (2) For a More Definite Statement [F.R.C.P. 12(e)]. This Request for Judicial Notice is made pursuant to Federal Rule of Evidence 201(d).

DATED: June 17, 2008

EPPORT, RICHMAN & ROBBINS, LLP

By: /S/ H. MARK MADNICK
H. MARK MADNICK
Attorneys for Defendants FIRST FEDERAL BANK OF CALIFORNIA

EPPORT, RICHMAN & ROBBINS, LLP
1875 CENTURY PARK EAST, SUITE 800
LOS ANGELES, CALIFORNIA 90067-2512
TELEPHONE (310) 785-0885 • FACSIMILE (310) 785-0787

WHEN RECORDED MAIL TO:

FIRST FEDERAL BANK OF CALIFORNIA
401 Wilshire Boulevard / LOAN SERVICE
Santa Monica, California 90401

Loan No. 49803128
Title Order No. DMV-1873228 (03)

Recording requested by
First American Title

FI 10P 2W

520

Space above

DOC # 2005-0483106

JUN 09, 2005 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 43.00 WAYS: 2
PAGES: 10 DA: 1

2005-0483106

☐ CONSTRUCTION ☒ NON-CONSTRUCTION

Deed of Trust and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

THE NOTE SECURED BY THIS DEED OF TRUST PROVIDES FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS AND MAY PROVIDE FOR THE ADDITION OF UNPAID INTEREST TO PRINCIPAL (NEGATIVE AMORTIZATION). SEE THE NOTE DESCRIBED BELOW FOR FULL DESCRIPTION OF LOAN TERMS.

THIS DEED OF TRUST IS MADE ON May 31, 2005 The trustor is

Catherine G. Pope, a married woman as her sole and separate property

("Borrower"). The trustee is SEASIDE FINANCIAL CORPORATION ("Trustee"). The beneficiary is FIRST FEDERAL BANK OF CALIFORNIA, a federally chartered savings bank and whose address is 401 Wilshire Boulevard, Santa Monica, California 90401 ("Lender", "Note Holder" or" Beneficiary").

Borrower owes Lender the principal sum of
FOUR HUNDRED THIRTY-ONE THOUSAND AND 00/100 Dollars (U.S. $ 431,000.00).

This debt is evidenced by Borrower's note dated the same date as this Deed of Trust ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 07/01/2045. This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Note with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Deed of Trust; (c) the performance of Borrower's covenants and agreements under this Deed of Trust and the Note; (d) the performance, if the loan secured by this Deed of Trust is a construction loan, of Borrower's covenants and agreements contained in a construction or building loan or similar agreement; (e) the performance, if the security property is subject to a lease, of the terms and conditions of any such lease; (f) compliance with the terms of any Declaration of Covenants, Conditions and Restrictions or similar instruments pertaining to the security property; (g) the performance of any agreement of Borrower to pay fees and charges to Lender whether or not set forth in this Deed of Trust; and (h) the payment of charges allowed by law for any statement regarding the obligation secured by this Deed of Trust.
For this purpose and otherwise for valuable consideration, Borrower irrevocably grants, transfers, assigns and conveys to Trustee, in trust with power of sale, in the case of a lease, the leasehold estate in and to the property described below, and the following described property located in San Diego County, California:

REAL PROPERTY IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: LOT 18 OF EMPIRE ADDITION TO ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIWGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1254, FILED IN THE OFFICE OF THE COUNTY RECORDER APRIL 15, 1910.

543-071-14-00
Which has the address of 1224 Weaver Street, San Diego, CA 92114 ("Property Address")

FUTURE TAX STATEMENTS MAY BE MAILED TO BORROWER AT THE ADDRESS SHOWN ABOVE

FUN 20101 (2004-02-18) (OS 016)

EXHIBIT A

PAGE 5

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

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BORROWER(S):

Catherine G. Pope

Catherine G. Pope

EXHIBIT A

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ACKNOWLEDGMENT

STATE OF *California*)
) SS.
COUNTY OF *San Diego*)

On *6/2/2005*, before me, *Joyce M. Furphy*,

personally appeared *Catherine G. Pope*

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JOYCE M. FURPHY
Commission # 1403284
Notary Public - California
San Diego County
My Comm. Expires Mar 2, 2007

Joyce M. Furphy (Seal)

This Certificate must be attached to:

Title or type of Document: *Deed of Trust*

Number of pages: *9*

Date of document: *May 31st 2005*

Signer(s) other than named above: *NONE*

ACKNOW (2003-10-24)

EXHIBIT *A*
PAGE *7*

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LEGAL DESCRIPTION

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

LOT 18 OF EMPIRE ADDITION TO ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1254, FILED IN THE OFFICE OF THE COUNTY RECORDER APRIL 26, 1910.

APN: 543-071-14-00

169

Doc # 2007-0088137

FEB 08, 2007 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 12.00
PAGES: 2 DA: 1

2007-0088137

SERVICELINK, IRVINE

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

27051576 SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: A340801 CA Unit Code: A Loan No: 49803128/POPE
Property Address: 1224 WEAVER STREET, SAN DIEGO, CA 92114

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is $7,912.94, As of February 12, 2007

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

EXHIBIT B
PAGE 9

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

T.S. No: A340801 CA Unit Code: A Loan No: 49803128/POPE

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Foreclosure Department
First Federal Bank of
California
401 Wilshire Blvd.
Santa Monica, CA 90401
(310) 319-6089

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT: SEASIDE FINANCIAL CORPORATION is duly appointed Trustee under the following described Deed of Trust:

Trustor: CATHERINE G. POPE

Recorded June 9, 2005 as Instr. No. 2005-0483106 in Book --- Page --- of Official Records in the office of the Recorder of SAN DIEGO County; CALIFORNIA

Said Deed of Trust secures certain obligations including one Note for the sum of **$431,000.00**

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE DECEMBER 1, 2006 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S).**

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED 02/05/07

SEASIDE FINANCIAL CORPORATION, BY T.D. SERVICE COMPANY, AS AGENT FOR THE TRUSTEE

BY ______________________ BY ______________________
FRANCES DEPALMA
ASSISTANT SECRETARY

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

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DOC # 2007-0401580

SERVICELINK, IRVINE

RECORDING REQUESTED BY

~~T.D. SERVICE~~ COMPANY

And when recorded mail to

First Federal Bank of
California
RE: Loan # 49803128/POPE
401 Wilshire Blvd.
Santa Monica, CA 90401

F6
2P
ocna

JUN 14, 2007 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 10.00
OC: NA
PAGES: 2

2007-0401580

27051576-4 Space above this line for recorder's use

TRUSTEE'S DEED UPON SALE

Accommodation

The undersigned declares under penalty of perjury that the following declaration is true and correct:

1) The Grantee herein was the foreclosing Beneficiary.
2) The amount of the unpaid debt together with costs was - - - - - $495,865.94
3) The amount paid by the Grantee at the Trustee's Sale was - - - - - $370,000.00
4) The documentary transfer tax is - - - - - $.00
5) The city transfer tax is - - - - - $.00
6) The monument preservation tax is - - - - - $.00
7) Said property is in San Diego, County of San Diego

T.D. SERVICE COMPANY

Dated: 06/11/07

By____________________
Frances DePalma, Trustee's Sale Officer

T.S. No: A340801 CA Unit Code: A Loan No: 49803128/POPE
AP #1: 543-071-14
Property Address: 1224 WEAVER STREET, SAN DIEGO, CA 92114

SEASIDE FINANCIAL CORPORATION
(herein called Trustee)

does hereby GRANT AND CONVEY, without any covenant or warranty, express or implied to

FIRST FEDERAL BANK OF CALIFORNIA
(herein called Grantee), such interest as Trustee has in that certain property described as follows:

LOT 18 OF EMPIRE ADDITION TO ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1254, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 15, 1910

This conveyance is made pursuant to the authority vested in said Trustee, as Trustee or as duly appointed Trustee by the Deed of Trust described as follows:

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

EXHIBIT C

PAGE 11

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Page 2
T.S. No: A340801 CA Unit Code: A Loan No: 49803128/POPE

Trustor: CATHERINE G. POPE

Recorded June 9, 2005 as Instr. No. 2005-0483106 in Book --- Page --- of Official Records in the office of the Recorder of SAN DIEGO County; CALIFORNIA , Whereas, the holder of the note secured by said Deed of Trust delivered to Trustee a written Declaration of Default and, pursuant thereto, a Notice of Default was recorded February 8, 2007 as Instr. No. 2007-0088137 in Book --- Page --- of Official Records in the office of the Recorder of SAN DIEGO County; CALIFORNIA.

Whereas, Trustee complied with all applicable statutory provisions of California Civil Code Sections 2924 et seq. and of the described Deed of Trust including the mailing, publication, personal delivery, and posting of the Notice of Default and Notice of Sale, as respectively appropriate.

Said Notice of Trustee's Sale stated the time and place that Trustee would sell its interest in the described property at public auction. On June 11, 2007, the date set forth in the Notice of Trustee's Sale or the properly postponed sale date, Trustee sold the described property to Grantee, the highest qualified bidder present, for the sum of $370,000.00 **Pro-tanto**.

In Witness Whereof, the undersigned caused its corporate name and seal (if applicable) to be hereunto affixed.

Dated June 13, 2007

SEASIDE FINANCIAL CORPORATION
By T.D. Service Company, As Agent for the Trustee

BY ______________________
Frances Depalma, Assistant Secretary

BY ______________________
Kimberly Coonradt, Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On 06/13/07 before me, KAY HENDRICKS, a Notary Public, personally appeared FRANCES DEPALMA, ASSISTANT SECRETARY, KIMBERLY COONRADT, ASSISTANT SECRETARY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature ______________________ (Seal)

KAY HENDRICKS
Commission # 1530718
Notary Public - California
Orange County
My Comm. Expires Dec 27, 2008

EXHIBIT C
PAGE 12

FILED

07 MAY 22 PM 2:29

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY: DEPUTY

Catherine Pope
1224 Weaver St.
San Diego, CA 92114

THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

CATHERINE POPE,
Plaintiff,

vs.

COUNTRYWIDE HOME LOANS,
EMC MORTGAGE CORPORATION,
INDYMAC BANK,
PACIFIC MONARCH RESORT, INC.,
FIRST FEDERAL BANK,
GE MONEYBANK, and
HOUSEHOLD BANK

Defendant

Case No.: '07 CV 925 JM (AJB)

Complaint to Action of Quiet Title/ Lis Penden

1) **Violation of Regulation Z of the Truth in Lending Act, pursuant to Title 5 U.S.C. section 1635(a) and Title 12 CFR 226.23 (d)(i).**
2) **Violation/ invastion of Title 15, Chapter 41, subchapter I, part D, 1666a thru (e)**
3) **First National Bank of Montgomery vs. Jerome Daily/ Am Jur 2d 81**
4) **Security Exchange Act of 1933/ National Bank Act of 1863**

"Here comes Catherine Pope, bringing this complaint/ Action to Quiet Title/ Lis Penden. This controversy is over Four Hundred Thousand Dollars and it also involves real properties; located at 1) **5950 Barbosa Drive 8, North Las Vegas, NV 89031** with associated loan no. **121809640** and **121810000-4** from COUNTRYWIDE HOME LOANS , 2) **5774-5776 Midwick St., San Diego, CA 92139** with associated loan no. **114683126** and **114683190** from COUNTRYWIDE HOME LOANS, 3) **5945 Palmilla St., Las Vegas, NV** with associated loan no. **122113997** and **121819793** from COUNTRYWIDE HOME LOANS, 4) **3705 TIGER RIDGE LN, NORTH LAS VEGAS, NV 89084** with associated loan no. **14543201** and **1006700916** from EMC MORTGAGE CORPORATION, 5) **Timeshare Act. 15100499** with associated loan no. **15100499** from PACIFIC

EXHIBIT D

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MONARCH RESORT, 6) **1224 WEAVER STREET, SAN DIEGO, CA 92114** with associated loan no. **49803128** from **FIRST FEDERAL BANK,** and 7) 4774 Wabash, San Diego, CA 92105.

Jurisdiction of the Court

The original jurisdiction was granted to the United States District Court Common Law Jurisdiction by Article III, section 2; Judicial power of the United States shall be vested in the Supreme Court by the Constitution for the United States of America. The Amendments 1-10, absolutely, and without qualification petition relief upon the Constitution, which has not been abolished and repealed by Congress.

The jurisdiction of this subject matter involves real property, constructive fraud, misinformation, failure to give full disclosure of contract, counterfeiting securities, conspiracy, and violation of Regulation Z of the Truth and Lending Act/ and GAAP/ the Federal Reserve Board Regulation. In further notice of jurisdiction and judicial notice, Catherine Pope, reserves all rights, waiver none ever, displaying of Bonds (Financial Statement) from the Secretary of State. A claim of relief can only be granted under the Bankruptcy Reform Act of 1978 (Bankruptcy Emergency Act), House Joint Resolution-192 Public Policy, and the Uniform Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate of protest of dishonor, and a Reorganization Chapter 11 in the United States Bankruptcy Court (341 Meeting).

Additional jurisdiction pursuant to the Federal Tort Claim Act, which grants jurisdiction over subject matter/ Title 18 is enforcement of criminal elements, and furthermore, the United States District Court has original jurisdiction pursuant to 28 U.S.C., Cal 251, scope and extent of jurisdiction of Federal Court/ and thus grounds, which governs jurisdiction and remedies under Title 42, 1983 and 1984 is operational under the color of State Law and offices.

Parties of Interest

Plaintiff at all times mentioned is Catherine Pope a foreign State National.

Defendant at all times Mentioned as:

1) COUNTRYWIDE HOME LOANS, located at **P. O. Box 10287, Van Nuys, CA 91410-0287, P.O Box 10219, Van Nuys, CA 91410-0219, and P. O. Box 10222, Van Nuys, CA 91410-0222**
2) EMC MORTGAGE CORPORATION located at **P.O. Box 660530, Dallas, TX 75266-0530**
3) INDYMAC BANK located at **P. O. Box 78826, PHOENIX, AZ 85062-8826**
4) PACIFIC MONARCH RESORT, INC. located at **23091 MILL CREEK DRIVE, LAGUNA HILLS, CA 92653-1258**
5) FIRST FEDERAL BANK located at **401 WILSHIRE BLVD, SANTA MONICA, CA 90401**

Fact

The affirmative fact is that the grantor, Catherine Pope, has exercised her right pursuant to Title 15, subsection 1666 (a) thru (e), and in good faith, gave notice of error and request for investigation/ full reconveyance of the deed of trust, etc. An agreement was made between the Defendants and the Grantor, Catherine Pope. The Grantor, Catherine Pope has **honored/ tendered in full with good faith funds the said amount of each property listed above** by commercial instrument Nos.3226, 3225, 3233, 3234, 3227, 3228, 3231, 3230, 3229, 3223 to each of the Companies listed above. Catherine Pope was then waiting for the notice of full Reconveyance of the Deed of Trust of said property by the President or Vice President of said lenders. The Grantor, Catherine Pope, **in good faith, honored** and sent, by certified mail, a payment in full of the full amount of the property. The affirmative fact, due to the Dishonor mentioned in the above waiver of rights pursuant to the our settlement agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the original Deed of Trust was rescinded in good faith due to the following reasons:

A) the President/ Vice President of said lenders listed in the above, **dishonored/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act, that lawful money was loaned out (Defendants **Dishonored** by silence, Catherine Pope's Request to have a professional accountant to check the credit and debit of the account.

B) Defendants refused to sign under there **full commercial liability under the penalty of perjury by sworn Affidavit/ Jurat** that pursuant to article 1 section 10 of the Constitution for the United States of America, lawful money was loaned out to the Plaintiff Catherine Pope, and the Plaintiff Catherine Pope does not qualify pursuant to the personal belief of the President and Vice President of Defendants who feel that Catherine Pope Doesn't qualify under the United States insurance policy, which is **House Joint Resolution-192 and its responsibility to discharge all public and private debts, pursuant the Emergency Bankruptcy/ Executive order of President Roosevelt in 1933.**

C) The ultimate fact due to the dishonor/ unethical and outrageous business practice of the Defendants listed above, Catherine Pope, in her own stead, gave notice of rescission of the Deed of Trust under the statutes of fraud and also due to breach of agreement/ dishonor of the administrative process, in which Catherine Pope **honored/ regained her power to hire a notary to do a certificate of protest of the dishonor to the Secretary of the Treasury and the Insurance Commissioner and the Comptroller of the Currency**. Due to dishonor/ continued arguments and outrageous and unethical business practices of each Defendant under the color of office and State Law.

The affirmative fact, that I, Catherine Pope, further have reason to believe that the general public and the public at large are in jeopardy due to these unethical business practices and the President and Vice President of each Defendant's willful refusal to give full disclosure pursuant to Regulation Z of the Truth in Lending Act and am expecting Relief under said act. This is the reason I, Catherine Pope honor the defendant's mutual administrative settlement agreement and stipulations to have filed, a Quiet title Lis Penden, under the rules of the common law, to test the Validity and let the Jury make the Determination whether there is a Breach of

EXHIBIT D

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Contract between the Grantor and the Grantee, who is the lawful owner of the property. The Quiet title is also to test the validity to whether there was a breach of agreement or a breach of duty of the Defendants to give full Reconveyance of the property. To Further Test the Validity of whether the President/ Vice President of each Defendant has the right to enforce an acceleration clause that is on the deed of trust, when a payment in full was dishonored by the Defendants, and when there is evidence that the defendants never loaned anything of substance to Catherine Pope and, does each Defendant qualify for the security/ estate to foreclose on the security.

Catherine Pope has reason to believe that the President/ Vice President of each Defendant is in want of Jurisdiction/ acceleration clause after the dishonor the checks, for which each Defendant apologized for any inconvenience in an unsigned cover letter by President/ Vice President. Also due to the affirmative fact that Catherine Pope registered a UCC-1 financing statement with the Secretary of the State and transmitted utilities to the Secretary of the Treasury and notified all parties of his status. Catherine Pope, gave 72 hour notice to all parties of interest, of transmitting utilities (UCC-3) and through means of bill of exchange, "acceptance for value" and notice of rescission, due to failure to give full disclosure, for said amount of Five Hundred Million Dollars and zero cents lawful money, which was sent to the Secretary of the Treasury for adjustment of my prepaid account under Public Policy HJR-192, Emergency Bankruptcy Act of 1978, which was transmitted by the Chief Justice of the Supreme court to Congress, wherefore Catherine Pope Reserves Right by Judicial Notice to all of that which is mentioned in the above of how a claim of relief can be granted. Please take Judicial Notice to the Ninth Circuit Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the Judge mandated to Grant Relief and a Judge does not have any jurisdiction or discretion over anything that has to deal with Regulation Z.

The respondent failed to respond within the 20 days as requested or cancel the transaction and return the property back (Rescission and Replevine).

Security Exchange Act of 1933/ National Bank Act of 1863

(Counterfeiting Securities of the United States)

Catherine Pope declares and is informed that the Named Defendants willfully failed to give full disclosure, according to Regulation Z and the Truth and Lending Act, of check book credit/ credit debit, a.k.a. letter of credit (bill of credit) and they declined to have an independent, certified accountant to review the lawful money that was originally loaned to see if there was clean hands in the above matter.

Catherine Pope further affirms and is informed that the president/ vice president of each named Defendant further declined to sign the affidavit under the penalty of perjury, and also further declined in setting a public conference and invitation of the press/ media in front of the place of business of each Defendant to answer one hundred and fifty questions/ schedule within a specified time, which was also declined by the defendants, who continue to this day to refuse to give full disclosure that check book entries/ debit credit was created, and no lawful money was lent to the Plaintiff. For this reason, Catherine Pope has reason to believe that all of that mentioned in the above qualifies as counterfeiting securities of the United States.

Article 1, section 8, clause 6 in the U.S. Constitution provides that, "the Congress shall have power to provide for the punishment of counterfeiting the securities and current coin of the United States.

Pursuant to Title 28 U.S.C., section 4 of the Commission of Crimes Cognizable by a Court of the United States under Title 18 U.S.C. section 513 to wit 513(a), whoever makes utters or possesses a counterfeited security in a private capacity of a state or a political subdivision thereof, or of an organization, or government shall be fined not more than $250,000.00 or imprisoned not more than ten years or both. See also section 2311, 2314, and 2320 for additional fines and sanctions. Among the securities defined at 18 U.S.C. 2311-15 included evidence of

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indebtedness, which, in a broad sense may mean anything that is due or owing, which would include a duty, obligation, or right of action. The negotiable instrument that was deposited in the above mentioned account, qualifies as counterfeited securities.

Failure to give full disclosure of contract according to the Truth and Lending Act and Regulation Z/ Violation/ invastion of Title 15, Chapter 41, subchapter I, part D, 1666a thru (e)

Catherine Pope reserves all rights and remedy under the Uniform Commercial Code and the Emergency Bankruptcy Act/ Bankruptcy reform act of 1978, wherefore the Chief Justice transmitted to Congress that all courts of the United States are subject to the Bankruptcy Court and the Bankruptcy code is the Supreme Law of the Land. For the affirmative fact that Catherine Pope, pursuant to Public Policy HJR-192, Bill of Exchange for Four Hundred Thousand Dollars and Zero Cents, Catherine Pope transmitted Utilities to the Secretary of State and the Secretary of the Treasury, instructing all parties to make adjustment of account, wherefore the defendant and all parties of interest have currently been served.

Statement of Cause

The affirmative fact is that the grantor, Catherine Pope, has exercised her right pursuant to Title 15, subsection 1666 (a) thru (e), and in good faith, gave notice of error and request for investigation/ full reconveyance of the deed of trust, etc. An agreement was made between the Defendants and the Grantor, Catherine Pope. The Grantor, Catherine Pope has **honored/ tendered in full with good faith funds the said amount of each property listed above** by commercial instrument Nos.3226, 3225, 3233, 3234, 3227, 3228, 3231, 3230, 3229, 3223 to each of the Companies listed above. Catherine Pope was then waiting for the notice of full Reconveyance of the Deed of Trust of said property by the President or Vice President of said lenders. The Grantor, Catherine Pope, **in good faith, honored** and sent, by certified mail, a payment in full of the full amount of the property. The affirmative fact, due to the Dishonor

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mentioned in the above waiver of rights pursuant to the our settlement agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the original Deed of Trust was rescinded in good faith Catherine Pope further attests and is informed of the definition of credit, "in the Federal consumer Credit Protection Act, Truth in Lending Act (Title 15 U.S.C.) As set forth in Regulation Z (12 CFR 226): Credit means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment.

Catherine Pope is further informed that it is the responsibility of the lender (creditor) / Defendants, to give full disclosure of contract and delegated authority of right or executive order by Legislature to defer payment, and give a letter of credit/ check book entries/ and no loan, no lawful money according to Article 1, Section 10, clause 1 of the Federal Constitution mentions; **"no state shall enter into any treaty, alliance, or confederation, grant letter of marquees and reprisal, coin money, emit bills of credit..." And it further mentions the only lawful tender is gold and silver coin, Am Jur 2d 81.**

The affirmative fact is that the President/ Vice President of, each named Defendant and cohorts, also failed to disclose that the original loan was created by a check book entry, which may be sold in the open market (as a promissory note) for 80-90 cents on the dollar with no consideration to the plaintiff. The defendant further failed to disclose the loan was pre-paid and the plaintiff would be converted into a joint tenant for 30 years. It also was not disclosed to the plaintiff that all monthly payments of Federal Reserve Notes, tender for debt. ("Federal Reserve Notes are valueless" see Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.

See **Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v. Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes were fiat money and not legal tender after jury deliberation and return a unanimous verdict for defendant after bank president admitted it was standard banking procedure in that he created the "money" he loaned to the defendant as a book entry on December 7th at the conclusion of trial, the mortgage was canceled.**

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Catherine Pope, further has reason to believe this operation under the color of authority by President/ Vice President of each named Defendant is in direct violation of the Constitution for the United States of America, also the U.S. Federal Constitution, which prohibits Bills of credit, and authenticates securities of the United States and further defer payment with the people and the general public at large. Catherine Pope, in her own stead, rescinded the loan contract due to constructive fraud and usury, and also due to unethical business practice, and furthermore demands a special grand jury investigation of the RICO allegation/ criminal elements.

Judicial Notice of How a Claim of Relief Can be Granted

Catherine Pope gives **Judicial Notice to the United States District Court that relief can only be granted A) Under the Emergency Bankruptcy of 1933/ House Joint Resolution-192, which is the United States Insurance Policy B) Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192. C) My bond UCC-1 financial Statement/ Transmitting Utilities Under Public Policy HJR-192, the Bankruptcy Reform Act of 1978/ Emergency Bankruptcy Act and adjustment of my pre-paid account with the Secretary of State and the Secretary of the Treasury in exchange with my exemption, and release of all property/ proceeds to the Secured Party in Accordance with the Uniform Commercial Code.**

D) Further Relief can be granted under the Settlement agreement (notice of Acceptance of Contract) and the stipulations between the parties, Catherine Pope and the President/ Vice President of each named Defendant.

In further Judicial Notice, the plaintiff/, Catherine Pope, honored any and all political arguments (or corporate politics) and anticipates dishonor of the President/ Vice President of each named Defendant and its attorneys, to continue to dishonor/ harassment of Catherine Pope by threatening of non-judicial foreclosure in state court, by silent partner or newly appointed trustee, after Catherine Pope's notice of rescission/termination of the trust/ deed of trust and the former trustee, who under the color of office and state law, due to unethical business practice, refused to give full reconveyance of the deed of trust, nor pursuant to the notice of error/ request for investigation. Defendant's failed to set a remedy and a cure pursuant to Title 15 subsection 1666 (a) thru (e).

Conclusion

Catherine Pope, **honored** and further anticipates that the President/ Vice President of each named Defendant/ invasion of administrative settlement agreement between the parties, in a spurious attempt to cover up the RICO and unclean hands, request an order for dismissal due to plaintiff's failure to post bond or state how a claim of relief can be granted, when the affirmative fact shows the Acceptance for value by Catherine Pope, see exhibit of bond, a.k.a. financial statement/ transmit of utilities and adjustment of account has been taken care of under Public Policy HJR-192/ Emergency Bankruptcy Act, which the plaintiff gives Judicial Notice of the settlement agreement and stipulations and this is how a claim of relief can be granted and all of the mentioned in the above.

Prayer

1) I, Catherine Pope, a foreign State National, declare and attest that the only form of relief can be granted through the Article III Court The original jurisdiction was granted to the United States District Court Common Law Jurisdiction by Article III, section 2; Judicial power of the United

States shall be vested in the Supreme Court by the Constitution for the United States of America. The Amendments 1-10, absolutely, and without qualification petition relief upon the Constitution, which has not been abolished and repealed by Congress, and further relief under appointment of Article III Court Judges, Special-Choice- of- Law, under International Protocol (Universal Declaration of Human Rights, International Bill of Rights/ United Nations Convention on International Bills of Exchange and International Promissory Notes/ UPU (Universal Postal Union), Criminal Code of Canada (when an institution refuses to surrender its bonds to be abandoned when demanded/ Alien Tort Claim Act against all third party interferences of malfeasant/ esquires practicing without bonds for professional performance issued by the California State commissioner. Further request for the district Court of the United States that the President/ Vice President of each named Defendant to honor the terms and conditions of the settlement agreement between the parties to Stay of all dishonor/ non-judicial foreclosure proceeding, stay of harassment of the defendant and its silent partner.

2) Additional Request to the Court that the President/ Vice President of each named Defendant honor the terms and conditions of the settlement agreement between the parties and further **relief can only be granted by Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933.**

3) Additional Request to the Court that the President/ Vice President of each named Defendant honor the terms and conditions of the settlement agreement between the parties the President/ Vice President of each named Defendant, cease and desist all commercial **dishonor/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act, that lawful money was loaned out (Each Defendant **Dishonored** by silence, Catherine Pope's Request to have a professional accountant to check the credit and debit of the account Request that this court accept my bond UCC-1 financial statement by the secretary of state as an acceptance merit evidence

that a claim of relief has been mentioned according to HJR-192 Public Policy and the Bankruptcy Emergency Act/ Uniform Commercial Code.

4) Additional Request to the Court that the President/ Vice President of each named Defendant honor the terms and conditions of the settlement agreement between the parties Special Request that this controversy is governed only according to the rule of the Common Law Article III proceeding, waiver of Rights none ever to special Maritime Territory and Jurisdictional proceeding of legislative none ever, unless signed by a notary public.

5) Additional Request to the Court that the President/ Vice President of each named Defendant honor the terms and conditions of the settlement agreement between the parties request for three times the above and the amount of the Bill of Exchange, which will be presented at trial.

6) Additional Request to the Court that the President/ Vice President of each named Defendant honor the terms and conditions of the settlement agreement between the parties to have the President and Vice President of each named Defendant before they hire any attorney dishonor/ protest Catherine Pope's honor draft (Quiet Title Lis Penden) that they first swear under their full commercial liability under the penalty of perjury and sign a jurat or record a full Reconveyance on the Deed of Trust in the County Recorder and do whatever the Dis-trict Court of the United States article III court deem to be just and proper.

Verification

I, Catherine Pope, declare and attest that I have honored all of the President/ Vice President of each named Defendant, mentioned in the above, notice/ letter of dishonor. The Defendants have failed to give full disclosure of Contract pursuant to Regulation Z of the Truth in Lending Act/ the Security Exchange Act of 1933, which requires these individuals to post it in place noted in the Federal Register. All named Defendants refused to adjust the Account of Catherine Pope pursuant to Public Policy/ United States Insurance Policy House Joint Resolution

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192, and the Emergency Bankruptcy of 1933. Any mention that judicial notice of relief can only be granted under Public Policy HJR-192 and the Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the President/ Vice President of each named Defendant dishonoring the administrative settlement agreement between the parties by non judicial foreclosure/ invasion of Title 15, 1666 (a) thru (e), which states that "**If a creditor receives a further written notice from and obligor that and amount is still in dispute within the time allowed for payment under subsection (a) of this section, a creditor may not report to any third party that the amount of the obligor is delinquent because the obligor has failed to pay an amount which he has indicated under section 1666 (a)(2) of this title, unless the creditor also reports that the amount is in dispute and, at the same time, notifies the obligor of the name and address of each party to whom the creditor is reporting information concerning the delinquency.**" shall be viewed as a breach of agreement between the parties shall also be viewed as true and correct. In further dishonor by the President/ Vice President of each named Defendant's refusal to sign under their full commercial liability under the penalty of perjury and give disclosure pursuant to the Truth and Lending Act/ Regulation Z by signed jurat before a notary public that all loans are lawful money and are backed by gold and silver and the plaintiff, Catherine Pope qualifies under the House Joint Resolution-192, the United States insurance policy, (and according to Catherine Pope's home insurance policy) to have the public debt discharged.

Henceforth Submitted

Catherine Pope

Catherine Pope

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Charlette Sneed
640 Pyramid Street
San Diego, CA 92114

FILED
07 APR 20 PM 4:12
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY DEPUTY

THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

Charlette Sneed, Plaintiff, vs. CHASE HOME FINANCE LLC, FRIST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE, GMAC/SILVERSTATE), Defendant	Case No.: '07 CV 0729 LAB (AJB) **Complaint to Action of Quiet Title/Lis Penden** **1) Violation of Regulation Z of the Truth in Lending Act, pursuant to Title 5 U.S.C. section 1635(a) and Title 12 CFR 226.23 (d)(i).** **2) Invasion of Title 5 USC Section 1635 (A) and title CFR 226.23 Title 11, U.S. Code 9th Circuit Ruling in Yamamoto v.Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency to Grant Relief.** **3) Invasion of International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes/House Joint Resolution- 192 (the United States insurance policy), and the Emergency Bankruptcy of 1933, Am Jur 2d 81.**

"Here comes the Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson in behalf of the unincorporated corporation (CHARLETTE SNEED) Creditor/ Non-Joint Tenant, Has Exhausted All Administrative Process under Notary Protest to the Comptroller of the Currency bringing this Article III Court Claim/ Action to Quiet Title/ Lis Penden/ **International Protocol of the United**

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Nations Convention on International Bills of Exchange and International Promissory Notes. This controversy is over One Hundred Thousand to over Five Hundred Thousand Dollars and it also involves real properties; located at 2402 W. Cullivan Street, Inglewood, CA 90303 **(loan no. 49963660 of First Federal Bank of California)**, 10513 Crenshaw Blvd., Inglewood, CA 90303 **(loan no. 142714640 of Countrywide Home Loans)**, 620 E. 135th Street, Los Angeles, CA 90059 **(loan no. 111862464 of Countrywide Home Loans)**, 9300 W. Kramer Lane, Arizona city, AZ 85223 **(loan no.0281910600 & 0292107506 of GMAC MORTGAGE)**, 148 Coral Tree Drive, Rialto, CA 92377 **(loan no. 22523740 & 22523757 of Chase Home Finance, LLC)**, and 9510 W. Santa Cruz Blvd., Arizona City, AZ 85223 **(loan no. 23266901 &23266919 of Chase Home Finance)**

Jurisdiction of the Court

The original jurisdiction was granted to the United States District Court Common Law Jurisdiction by Article III, section 2; Judicial power of the United States shall be vested in the Supreme Court by the Constitution for the United States of America. The Amendments 1-10, absolutely, and without qualification petition relief upon the Constitution, which has not been abolished and repealed by Congress.

The jurisdiction of this subject matter involves real property, constructive fraud, misinformation, failure to give full disclosure of contract, counterfeiting securities, conspiracy, and violation of Regulation Z of the Truth in Lending Act/ and GAAP/ the Federal Reserve Board Regulation. In further notice of jurisdiction and judicial notice the Secured Party, Charlette Sneed/ Non-Joint tenant, reserves all rights, waiver none ever, displaying of Bonds (Financial Statement) from the Secretary of State. A claim of relief can only be granted under the Bankruptcy Reform Act of 1978 (Bankruptcy Emergency Act), House Joint Resolution-192 Public Policy, and the Uniform Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate of protest of dishonor of International Bill of Exchange Pursuant to the International Protocol of United Nations pursuant to the International Protocol of the United Nations, to the Comptroller of the Currency by notary public.

Additional jurisdiction pursuant to the Federal Tort Claim Act, which grants jurisdiction over subject matter/ Title 18 is enforcement of criminal elements, and furthermore, the United States District Court has original jurisdiction pursuant to 28 U.S.C., Cal 251, scope and extent of jurisdiction of Federal Court/ and thus grounds, which governs jurisdiction and remedies under Title 42, 1983 and 1984 is operational under the color of State Law and offices.

Parties of Interest

Plaintiff at all times mentions Secured Party, Charlette Sneed/ Non-Joint tenant.

Defendant at all times Mentioned is: 1) CHASE HOME FINANCE LLC, 2) FIRST FEDERAL BANK OF CALIFORNIA, 3) HOMEQ SERVICING 4) COUNTRYWIDE HOME LOANS, 5) GMAC MORTGAGE/(SILVERSTATE)

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Fact

On or around JANUARY 22, 2007 an agreement was made between CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE, and the Grantor, Charlette Sneed/ Non-Joint tenant. The Grantor, Charlette Sneed/ Non-Joint tenant has **honored/ tendered in full with good faith funds the said amount of the property ($150,000.00 to over $500,000.00)** by commercial instrument No. 201540739 from Citibank Checking Account / Bill of Exchange. Charlette Sneed/ Non-Joint tenant was then waiting for the notice of full Reconveyance of the Deed of Trust of said property by the President or Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE. The Grantor, Charlette Sneed/ Non-Joint tenant, **in good faith, honored** and sent, by independent courier, a payment in full of the full amount of the property. The affirmative fact, due to the Dishonor mentioned in the above waiver of rights pursuant to our settlement agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the original Deed of Trust was rescinded in good faith due to the following reasons:

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A) the President/Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE, **dishonored/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act pursuant to the Freedom of Information Act, that lawful money was loaned out (CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE **Dishonored** by silence, Charlette Sneed's Request to all the Corporations listed in the above to have a professional accountant to check the credit and debit of the account.

B) CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE refused to sign under their **full commercial liability under the penalty of perjury by sworn Affidavit/ Jurat** that pursuant to article 1 section 10 of the Constitution for the United States of America, lawful money was loaned out to the Plaintiff Charlette Sneed/ Non-Joint tenant, and the Plaintiff Charlette Sneed/ Non-Joint tenant does not qualify pursuant to the personal belief of the President and Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE who feel that Charlette Sneed/ Non-Joint tenant Doesn't qualify under the United States insurance policy, which is **House Joint Resolution-192 and its responsibility to discharge all public and private debts,** pursuant to the

Emergency Bankruptcy/ Executive order of President Roosevelt in 1933.

C) The ultimate fact due to the dishonor/ unethical and outrageous business practice of the Defendant CHASE HOME FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE Charlette Sneed/ Non-Joint tenant, in her own stead, gave notice of rescission of the Deed of Trust under the statutes of fraud and also due to breach of agreement/ dishonor of the administrative process, in which Charlette Sneed/ Non-Joint tenant **honored/ regained his power to hire a notary to do a certificate of protest of the dishonor to the Secretary of the Treasury and the Insurance Commissioner and the Comptroller of the Currency.** Due to dishonor/ continued arguments and outrageous and unethical business practices of the, CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE under the color of office and State Law.

The affirmative fact, that I, Charlette Sneed/ Non-Joint tenant, further have reason to believe that the general public and the public at large are in jeopardy due to these unethical business practices and the President and Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE, willful refusal to give full disclosure pursuant to Regulation Z of the Truth in Lending Act and am expecting Relief under said act. This is the

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reason I, Charlette Sneed/ Non-Joint tenant honor the defendant's mutual administrative settlement agreement and stipulations to have filed, a Quiet title Lis Penden, under the rules of the common law, to test the Validity and let the Jury make the Determination whether there is a Breach of Contract between the Grantor and the Grantee, who is the lawful owner of the property. The Quiet title is also to test the validity as to whether there was a breach of agreement or a breach of duty of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE) to give full Reconveyance of the property.

To Further Test the Validity of whether the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE has the right to enforce an acceleration clause that is on the deed of trust, when a payment in full was dishonored by the CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE)and when there is evidence that the defendant CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE /(SILVERSTATE)never loaned anything of substance to Charlette Sneed/ Non-Joint tenant and, does CHASE HOME FINANCE LLC,FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE

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/SILVERSTATE qualify for the security/ estate to foreclose on the security.

Charlette Sneed/ Non-Joint tenant has reason to believe that the President/ Vice President of CHASE HOME FINANCE FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE) are in want of Jurisdiction/ acceleration clause after the dishonor of $150,000.00 - over $500,000.00. Also due to the affirmative fact that Charlette Sneed/ Non-Joint tenant registered a UCC-1 financing statement with the Secretary of the State and transmitted utilities to the Secretary of the Treasury and notified all parties of her status. The Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson for the non-debtor corporation CHARLETTE SNEED/ NON-JOINT TENANT, with UCC-1 Financial Statement with the Secretary of State, gave 72 hour notice to all parties of interest, of transmitting utilities (UCC-3) and through means of Bill of Exchange Pursuant to the International Protocol of United Nations, "acceptance for value" and notice of rescission, due to failure to give full disclosure, for said amount of Two Million Two Hundred Eighty Eight Thousand Dollars and zero cents lawful money, which was sent to the Secretary of the Treasury for adjustment of my prepaid account under Public Policy HJR-192, Emergency Bankruptcy Act of 1978, which was transmitted by the Chief Justice of the Supreme court to Congress, wherefore the Secured Party Reserves Rights by Judicial Notice to all of that which is mentioned in the

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above of how a claim of relief can be granted. Please take Judicial Notice to the Ninth Circuit Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the Judge mandated to Grant Relief and a Judge does not have any jurisdiction or discretion over anything that has to deal with Regulation Z.

The respondent failed to respond within the 15 days as requested or cancel the transaction and return the property back (Rescission and Replevine).

Judicial Notice of International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes/ Counterfeiting Securities of the United States

The Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson for the non-debtor corporation (CHARLETTE SNEED) declares and is informed that CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC/SILVERSTATE MORTGAGE willfully failed to give full disclosure, according to Regulation Z and the Truth and Lending Act, of check book credit/ credit debit, a.k.a. letter of credit (bill of credit) and they declined to have an independent, certified accountant to review the lawful money that was originally loaned to see if there was clean hands in the above matter.

The Secured Party, Charlette Sneed/ Non-Joint tenant further affirms and is informed that the president/ vice

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president of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE) further declined to sign the affidavit under the penalty of perjury, and also further declined in setting a public conference and invitation of the press/ media in front of the place of business of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE) to answer one hundred and fifty questions/ schedule within a specified time, which was also declined by the defendant CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, AND GMAC MORTGAGE/(SILVERSTATE) who continue to this day to refuse to give full disclosure that check book entries/ debit credit was created, and no lawful money was lent to the Plaintiff. For this reason, the Secured Party has reason to believe that all of that mentioned in the above qualifies as counterfeiting securities of the United States, which is a violation of the Securities and Exchange Commission Act of 1933 and 1934.

International Protocol/ Treaty with the United States United Nations Convention on International Bills of Exchange and International Promissory Notes

Security Exchange Commission Act of 1933 and 1934

Article 1, section 8, clause 6 in the Constitution for the united States of America provides that, "the Congress shall have power to provide for the punishment of counterfeiting the securities and current coin of the United States.

Pursuant to Title 28 U.S.C., section 4 of the Commission of Crimes Cognizable by a Court of the United States under Title 18 U.S.C. section 513 to wit 513(a), whoever makes utters or possesses a counterfeited security in a private capacity of a state or a political subdivision thereof, or of an organization, or government shall be fined not more than $250,000.00 or imprisoned not more than ten years or both. See also section 2311, 2314, and 2320 for additional fines and sanctions. Among the securities defined at 18 U.S.C. 2311-15 included evidence of indebtedness, which, in a broad sense may mean anything that is due or owing, which would include a duty, obligation, or right of action. The negotiable instrument that was deposited in the above mentioned account, qualifies as counterfeited securities.

Failure to give full disclosure of contract according to the Truth In Lending Act and Regulation Z

The Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson for the non-debtor corporation, reserve all rights and remedy under the Uniform Commercial Code and the Emergency Bankruptcy Act/ Bankruptcy reform act of 1978, wherefore the Chief Justice transmitted to Congress that all courts of the United States are subject to the Bankruptcy Court and the Bankruptcy code is the Supreme Law of the Land. For the affirmative fact the Secured Party, pursuant to Public Policy HJR-192, Bill of Exchange Pursuant to the International Protocol of United Nations for Two Million Two Hundred Eighty Eight

Thousand Dollars and zero cents, the Secured Party transmitted Utilities to the Secretary of State and the Secretary of the Treasury, instructing all parties to make adjustment of account, wherefore the defendant and all parties of interest have currently been served.

Statement of Cause

The Secured Party Charlette Sneed/ Non-Joint tenant, attests and is informed that all rights are reserved under the **Special-Choice-of-Law-Rule, which is the International Protocol and Domicile Rule, Universal Declaration of Human Rights, International Bill of Rights, and the United Nations Convention on International Bills of Exchange and International Promissory Notes. If there is any Administrative Court proceeding that has invaded U.S. Code and the 9th Circuit Ruling in Yamamoto v. Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency cannot make any Judicial discretion but is further mandated to Grant Relief within 21 days).**

Further definition of credit, "in the Federal consumer Credit Protection Act, Truth in Lending Act (Title 15 U.S.C.) As set forth in Regulation Z (12 CFR 226): Credit means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment.

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The Secured Party, Charlette Sneed/ Foreign African National Non-Joint tenant is further informed that it is the responsibility of the lender (creditor) CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC MORTGAGE/(SILVERSTATE MORTGAGE) to give full disclosure of contract pursuant to the **Freedom of Information Act** and delegated authority of right or executive order by Legislature to defer payment, and give a letter of credit/ check book entries/ and no loan, no lawful money according to Article 1, Section 10, clause 1 of the Federal Constitution mentions; **"no state shall enter into any treaty, alliance, or confederation, grant letter of marquees and reprisal, coin money, emit bills of credit..." And it further mentions the only lawful tender is gold and silver coin, Am Jur 2d 81.**

The affirmative fact is that the President/ Vice President of, CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE MORTGAGE and cohorts, also dishonored/ failed to disclose that the original loan was created by a check book entry, which may be sold in the open market (as a promissory note) for 80-90 cents on the dollar with no consideration to the plaintiff. The defendant further failed to disclose the loan was pre-paid and the plaintiff would be converted into a joint tenant for 30 years. It also was not disclosed to the plaintiff that he was a Joint Tenant/ Mortgage was a lien and all monthly payments of Federal Reserve Notes, tender for debt. ("Federal Reserve Notes

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are valueless" see Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.

See **Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v. Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes were fiat money and not legal tender after jury deliberation and return a unanimous verdict for defendant after bank president admitted it was standard banking procedure in that he created the "money" he loaned to the defendant as a book entry on December 7th at the conclusion of trial, the mortgage was canceled.**

The Secured Party, Charlette Sneed/ Non-Joint tenant, further has reason to believe this operation under the color of authority by President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE is in direct violation of the Constitution for the united States of America, also the International Protocol (United Nations Convention on International Bills of Exchange and International Promissory Notes, and the U.S. 'Federal Constitution, which prohibits Bills of credit, and authenticates securities of the United States and further defer payment with the people and the general public at large.

The Secured Party, Charlette Sneed/ Non-Joint tenant, in her own stead, rescinded the loan contract due to constructive fraud and usury, and also due to unethical business practice, and furthermore demands a **special well informed grand jury of** the rules of the Common Law/ Article III Court Proceeding/ International Protocol/ treaties of the United Nations Convention on International Bills of Exchange and International Promissory Notes. Further investigation of Violation of the Securities and Exchange Commission Act of 1933 and 1934 the RICO allegation/ criminal elements.

Judicial Notice of How a Claim of Relief Can be Granted

The Secured Party, Charlette Sneed/ Non-Joint tenant gives Judicial Notice to the United States District Court that relief can only be granted under his bond/ UCC-1 Financing Statement/ Article III Court Proceeding under the rules of the Common Law, all rights reserved, waiver none ever to an Article II Maritime Court proceeding. Further relief can be granted? A) Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933. B) My bond UCC-1 financial Statement/ Transmitting Utilities Under Public Policy HJR-192, the Bankruptcy Reform Act of 1978/ Emergency Bankruptcy Act and adjustment of my pre-paid account with the Secretary of State and the Secretary of the Treasury in exchange with my exemption, and release of all property/ proceeds to the Secured Party in Accordance with the Uniform Commercial Code.

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C) Under the Settlement agreement and the stipulations between the parties, Charlette Sneed/ Non-Joint tenant and the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE.

In further Judicial Notice, the plaintiff/ Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson for the none debtor Corporation, CHARLETTE SNEED, honor any and all arguments and anticipate dishonor of the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE, and its attorneys, to continue to **Dishonor/ harassment of the Secured Party by threatening of non-judicial foreclosure in state court, by interference of a third party/ silent partner or newly appointed trustee**, after secured party notice of rescission/termination of the former trustee and demand according to the Secured Party's mortgage insurance Company policy to pay off the balance, which was also refused pursuant to the United States insurance Policy, which is House Joint Resolution-192.

Conclusion

The Secured Party, Charlette Sneed/ Non-Joint tenant, **honors** and further anticipates that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and

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GMAC/SILVERSTATE Dishonor by invasion of administrative settlement agreement between the parties, by **political arguments and debates on Points and Authority contrary to the principles of the National Banking Association Act of 1863** in a spurious attempt to cover up the RICO and unclean hands, request an order for dismissal due to plaintiff's failure to post bond or state how a claim of relief can be granted, when the affirmative fact shows the Acceptance for value by the Secured Party, see exhibit of bond, a.k.a. financial statement/ transmit of utilities and adjustment of account has been taken care of under Public Policy HJR-192/ Emergency Bankruptcy Act of 1933, which the plaintiff gives Judicial Notice of the settlement agreement and stipulations and this is how a claim of relief can be granted under my bond/ Financing Statement Registered with the Secretary of State and all of the mentioned in the above.

Prayer

1) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE **Honor** the terms and conditions of the settlement agreement between the parties to Stay of all dishonor/ non-judicial foreclosure proceeding, stay of harassment of the defendant and its silent partner.

2) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ

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SERVICING, COUNTRYWIDE HOME LOANS, and GMAC MORTGAGE / (SILVERSTATE) honor the terms and conditions of the settlement agreement between the parties request for three times the above and the amount of the Bill of Exchange Pursuant to the International Protocol of United Nations, which will be presented at trial.

3) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC MORTGAGE / (SILVERSTATE) **Honor** the terms and conditions of the settlement agreement between the parties, the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE cease and desist all commercial **dishonor/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act, that lawful money was loaned out. CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE **Dishonored** by silence Charlette Sneed's Request to have a professional accountant to check the credit and debit of the account Request that this court accept my bond UCC-1 financial statement by the Secretary of State and give further Judicial Notice of Full Acceptance of the Defendant's Dishonor and accept it for value and exchange in behalf of her exemption and further release the property to her before the end of business hours, which will conclude any and all commercial transaction, which includes but is not limited to the Defense's spurious claims of defective service to authorized

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agent/ other political arguments and debates that are contrary to Regulation Z of the Truth-in-Lending-Act/ the Security Exchange Commission of 1933 and 1934/ House Joint Resolution-192, which is the United States Insurance Policy.

This also includes in the acceptance and merit evidence that a claim of relief has been mentioned according to HJR-192 Public Policy and the Bankruptcy Reform Act of 1978/ Uniform Commercial Code.

4) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE honor the terms and conditions of the settlement agreement between the parties Special Request that this controversy is governed only according to the rule of the Common Law Article III proceeding, waiver of Rights none ever to special Maritime Territory and Jurisdictional proceeding of legislative none ever, unless signed by a notary public...

5) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE honor the terms and conditions of the settlement agreement between the parties and further **relief can only be granted by Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for**

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rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933.

6) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE **Honor** the terms and conditions of the settlement agreement between the parties to have the President and Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE before they hire any attorney dishonor/ protest Charlette Sneed's **Honor Draft** (Quiet Title Lis Penden) that they first swear under their full commercial liability under the penalty of perjury and a signed jurat or record a full Reconveyance on the Deed of Trust in the County Recorder and do

7) **Judicial Notice of Request for a well informed Grand Jury review, who understands the rules of the Common Law in an Article III Court proceeding only. By the Plaintiff, Charlette Sneed, being a Foreign African National she makes reservation under the Special-Choice-of-Law-Rule, which is the International Protocol and Domicile Rule, Universal Declaration of Human Rights, International Bill of Rights, and the United Nations Convention on International Bills of Exchange and International Promissory Notes. If there is any Administrative Court proceeding that has invaded U.S. Code and the 9th Circuit Ruling**

in Yamamoto v. Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency cannot make any Judicial discretion but is further mandated to Grant Relief within 21 days) (see further reference: Am Jur 2d 81).

whatever the District Court of the United States Article III Court deem to be just and proper.

Verification

The Secured Party, Charlette Sneed/ Non-Joint tenant, declares and attests that he has **Honored** all of the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE notice/ letter of dishonor of the $150,000.00 to over $500,000.00. In further dishonor by **Invasion of International Protocol of United Nations International Bill of Exchange Pursuant to the International Protocol of United Nations**/ by the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE refusal to sign under their full commercial liability under the penalty of perjury and give disclosure pursuant to the Truth in Lending

Act/ Regulation Z by signed jurat before a notary public that all loans are lawful money and are backed by gold and silver and the plaintiff, Charlette Sneed/ Non-Joint tenant qualifies under the House Joint Resolution-192, the United States insurance policy, (and according to Charlette Sneed's home insurance policy) to have the public debt discharged. Any mention that judicial notice of relief can only be granted under Public Policy HJR-192 and the Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the President/ Vice President of CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE HOME LOANS, and GMAC/SILVERSTATE dishonoring the administrative settlement agreement between the parties by non judicial foreclosure/ counter claims/ motion for dismissal shall be viewed as a breach of agreement between the parties, and shall also be viewed as true and correct.

Henceforth Submitted

Charlette Sneed

Secured Party, Charlette Sneed/ Non-Joint tenant, spokesperson for the unincorporated corporation/ vessel, (CHARLETTE SNEED)

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Rodney L. Belle
640 Pyramid Street
San Diego, CA 92114

FILED
06 NOV -7 AM 10: 34
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY

THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

Rodney L. Belle,

Plaintiff,

vs.

CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC.

Defendant

Case No. '06 CV 2454 WQH (LSP)

Complaint to Action of Quiet Title/Lis Penden

1) **Violation of Regulation Z of the Truth in Lending Act, pursuant to Title 5 U.S.C. section 1635(a) and Title 12 CFR 226.23 (d)(i).**
2) **Invasion of Title 5 USC Section 1635 (A) and title CFR 226.23 Title 11, U.S. Code 9th Circuit Ruling in Yamamoto v.Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency to Grant Relief.**
3) **Invasion of International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes/ House Joint Resolution- 192 (the United States insurance policy), and the Emergency Bankruptcy of 1933, Am Jur 2d 81.**

"Here comes the Secured Party, Rodney L. Belle/ Non-Joint tenant, spokesperson in behalf of the unincorporated corporation (RODNEY L. BELLE) Creditor/ Non-Joint Tenant, Has Exhausted All Administrative Process under Notary Protest to the Comptroller of the Currency bringing this Article III Court Claim/ Action to Quiet Title/ Lis Penden/ **International Protocol of the United**

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Nations Convention on International Bills of Exchange and International Promissory Notes. This controversy is over Four Hundred Thousand to over Six Hundred Thousand Dollars and it also involves real properties; located at 640 Pyramid St. San Diego, CA 92114 **(loan no.20929816 of Chase Home Finance, LLC and Loanstar Mortgage Service, LLC/ Loan No 2013993 Nova Star Mortgage Inc./Loan No.0014405549.**

Jurisdiction of the Court

The original jurisdiction was granted to the United States District Court Common Law Jurisdiction by Article III, section 2; Judicial power of the United States shall be vested in the Supreme Court by the Constitution for the United States of America. The Amendments 1-10, absolutely, and without qualification petition relief upon the Constitution, which has not been abolished and repealed by Congress.

The jurisdiction of this subject matter involves real property, constructive fraud, misinformation, failure to give full disclosure of contract, counterfeiting securities, conspiracy, and violation of Regulation Z of the Truth and Lending Act/ and GAAP/ the Federal Reserve Board Regulation. In further notice of jurisdiction and judicial notice the Secured Party, Rodney L. Belle/ Non-Joint tenant, reserves all rights, waiver none ever, displaying of Bonds (Financial Statement) from the Secretary of State. A claim of relief can only be granted under the Bankruptcy Reform Act of 1978 (Bankruptcy Emergency Act), House Joint Resolution-192 Public Policy, and the Uniform

Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate of protest of dishonor of International Bill of Exchange Pursuant to the International Protocol of United Nations pursuant to the International Protocol of the United Nations, to the Comptroller of the Currency by notary public.

Additional jurisdiction pursuant to the Federal Tort Claim Act, which grants jurisdiction over subject matter/ Title 18 is enforcement of criminal elements, and furthermore, the United States District Court has original jurisdiction pursuant to 28 U.S.C., Cal 251, scope and extent of jurisdiction of Federal Court/ and thus grounds, which governs jurisdiction and remedies under Title 42, 1983 and 1984 is operational under the color of State Law and offices.

Parties of Interest

Plaintiff at all times mentions Secured Party, Rodney L. Belle/ Non-Joint tenant.

Defendant at all times Mentioned is: 1) CHASE HOME FINANCE LLC, 2) LOANSTAR MORTGAGE SERVICES, LLC, 3) MARRIOTT VACATION CLUB INTERNATIONAL, 4) NOVASTAR MORTGAGE, INC.

Fact

On or around July, 2006 an agreement was made between CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, NOVASTAR MORTGAGE, INC., and the

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Grantor, Rodney L. Belle/ Non-Joint tenant. The Grantor, Rodney L. Belle/ Non-Joint tenant has **honored/ tendered in full with good faith funds the said amount of the property ($400,000.00 to over $600,000.00)** by commercial instrument No. 4443800530 from Washington Mutual Check No. 263/ Bill of Exchange. Rodney L. Belle/ Non-Joint tenant was then waiting for the notice of full Reconveyance of the Deed of Trust of said property by the President or Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL and NOVASTAR MORTGAGE, INC. The Grantor, Rodney L. Belle/ Non-Joint tenant, **in good faith, honored** and sent, by independent courier, a payment in full of the full amount of the property. The affirmative fact, due to the Dishonor mentioned in the above waiver of rights pursuant to the our settlement agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the original Deed of Trust was rescinded in good faith due to the following reasons:

A) the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC **dishonored/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act pursuant to the Freedom of Information Act, that lawful money was loaned out (CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Dishonored**

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by silence, Rodney Belle's Request to all the Corporations listed in the above to have a professional accountant to check the credit and debit of the account.

B) CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE, INC refused to sign under there **full commercial liability under the penalty of perjury by sworn Affidavit/ Jurat** that pursuant to article 1 section 10 of the Constitution for the United States of America, lawful money was loaned out to the Plaintiff Rodney L. Belle/ Non-Joint tenant, and the Plaintiff Rodney L. Belle/ Non-Joint tenant does not qualify pursuant to the personal belief of the President and Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC who feel that Rodney L. Belle/ Non-Joint tenant Doesn't qualify under the United States insurance policy, which is **House Joint Resolution-192 and its responsibility to discharge all public and private debts, pursuant the Emergency Bankruptcy/ Executive order of President Roosevelt in 1933.**

C) The ultimate fact due to the dishonor/ unethical and outrageous business practice of the Defendant CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC. Rodney L. Belle/ Non-Joint tenant, in his own stead, gave notice of rescission of the Deed of Trust under the statutes of fraud and also due to breach of agreement/ dishonor of the administrative process, in which Rodney L.

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Belle/ Non-Joint tenant **honored/ regained his power to hire a notary to do a certificate of protest of the dishonor to the Secretary of the Treasury and the Insurance Commissioner and the Comptroller of the Currency.** Due to dishonor/ continued arguments and outrageous and unethical business practices of the, CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC under the color of office and State Law.

The affirmative fact, that I, Rodney L. Belle/ Non-Joint tenant, further have reason to believe that the general public and the public at large are in jeopardy due to these unethical business practices and the President and Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC's willful refusal to give full disclosure pursuant to Regulation Z of the Truth in Lending Act and am expecting Relief under said act. This is the reason I, Rodney L. Belle/ Non-Joint tenant honor the defendant's mutual administrative settlement agreement and stipulations to have filed, a Quiet title Lis Penden, under the rules of the common law, to test the Validity and let the Jury make the Determination whether there is a Breach of Contract between the Grantor and the Grantee, who is the lawful owner of the property. The Quiet title is also to test the validity to whether there was a breach of agreement or a breach of duty of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE, INC to give full Reconveyance of the property. To

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Further Test the Validity of whether the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC has the right to enforce an acceleration clause that is on the deed of trust, when a payment in full was dishonored by the CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC and when there is evidence that the defendant CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC never loaned anything of substance to Rodney L. Belle/ Non-Joint tenant and, does CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC qualify for the security/ estate to foreclose on the security.

Rodney L. Belle/ Non-Joint tenant has reason to believe that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC in want of Jurisdiction/ acceleration clause after the dishonor the $400,000.00, for which CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC apologized for any inconvenience in an unsigned cover letter by President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC (see attachments). Also due to the affirmative fact that Rodney L. Belle/ Non-Joint tenant registered a UCC-1 financing statement

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with the Secretary of the State and transmitted utilities to the Secretary of the Treasury and notified all parties of his status. The Secured Party, Rodney L. Belle/ Non-Joint tenant, spokesperson for the non-debtor corporation RODNEY L. BELLE/ NON-JOINT TENANT, with UCC-1 Financial Statement with the Secretary of State, gave 72 hour notice to all parties of interest, of transmitting utilities (UCC-3) and through means of Bill of Exchange Pursuant to the International Protocol of United Nations, "acceptance for value" and notice of rescission, due to failure to give full disclosure, for said amount of One Million Eight Hundred Thousand Dollars and zero cents lawful money, which was sent to the Secretary of the Treasury for adjustment of my prepaid account under Public Policy HJR-192, Emergency Bankruptcy Act of 1978, which was transmitted by the Chief Justice of the Supreme court to Congress, wherefore the Secured Party Reserves Right by Judicial Notice to all of that which is mentioned in the above of how a claim of relief can be granted. Please take Judicial Notice to the Ninth Circuit Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the Judge mandated to Grant Relief and a Judge does not have any jurisdiction or discretion over anything that has to deal with Regulation Z.

The respondent failed to respond within the 20 days as requested or cancel the transaction and return the property back (Rescission and Replevine).

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Judicial Notice of International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes/ Counterfeiting Securities of the United States

The Secured Party, Rodney L. Belle/ Non-Joint tenant, spokesperson for the non-debtor corporation (RODNEY L. BELLE) declares and is informed that CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC willfully failed to give full disclosure, according to Regulation Z and the Truth and Lending Act, of check book credit/ credit debit, a.k.a. letter of credit (bill of credit) and they declined to have an independent, certified accountant to review the lawful money that was originally loaned to see if there was clean hands in the above matter.

The Secured Party, Rodney L. Belle/ Non-Joint tenant further affirms and is informed that the president/ vice president of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC further declined to sign the affidavit under the penalty of perjury, and also further declined in setting a public conference and invitation of the press/ media in front of the place of business of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC. to answer one hundred and fifty questions/ schedule within a specified time, which was also declined by the defendant CHASE HOME FINANCE LLC, LOANSTAR

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MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC., who continue to this day to refuse to give full disclosure that check book entries/ debit credit was created, and no lawful money was lent to the Plaintiff. For this reason, the Secured Party has reason to believe that all of that mentioned in the above qualifies as counterfeiting securities of the United States, which is a violation of the Securities and Exchange Commission Act of 1933 and 1934.

International Protocol/ Treaty with the United States

United Nations Convention on International Bills of Exchange and International Promissory Notes

Security Exchange Commission Act of 1933 and 1934

Article 1, section 8, clause 6 in the Constitution for the united States of America provides that, "the Congress shall have power to provide for the punishment of counterfeiting the securities and current coin of the United States.

Pursuant to Title 28 U.S.C., section 4 of the Commission of Crimes Cognizable by a Court of the United States under Title 18 U.S.C. section 513 to wit 513(a), whoever makes utters or possesses a counterfeited security in a private capacity of a state or a political subdivision thereof, or of an organization, or government shall be fined not more than $250,000.00 or imprisoned not more than ten years or both. See also section 2311, 2314, and 2320 for additional fines and sanctions. Among the securities defined at 18 U.S.C. 2311-15 included evidence of indebtedness, which, in a broad sense may mean anything that is

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due or owing, which would include a duty, obligation, or right of action. The negotiable instrument that was deposited in the above mentioned account, qualifies as counterfeited securities.

Failure to give full disclosure of contract according to the Truth and Lending Act and Regulation Z

The Secured Party, Rodney L. Belle/ Non-Joint tenant, spokesperson for the non-debtor corporation, reserve all rights and remedy under the Uniform Commercial Code and the Emergency Act/ Bankruptcy reform act of 1978, wherefore the Bankruptcy Act/ Bankruptcy reform act of 1978, wherefore the Chief Justice transmitted to Congress that all courts of the United States are subject to the Bankruptcy Court and the Bankruptcy code is the Supreme Law of the Land. For the affirmative fact the Secured Party, pursuant to Public Policy HJR-192, Bill of Exchange Pursuant to the International Protocol of United Nations for Four Hundred Thousand Dollars and Zero Cents, the Secured Party transmitted Utilities to the Secretary of State and the Secretary of the Treasury, instructing all parties to make adjustment of account, wherefore the defendant and all parties of interest have currently been served.

Statement of Cause

The Secured Party Rodney L. Belle/ Non-Joint tenant, attests and is informed that all rights are reserved under the **Special-Choice-of-Law-Rule, which is the International Protocol and Domicile Rule, Universal Declaration of Human Rights,**

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International Bill of Rights, and the United Nations Convention on International Bills of Exchange and International Promissory Notes. If there is any Administrative Court proceeding that has invaded U.S. Code and the 9th Circuit Ruling in Yamamoto v. Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency cannot make any Judicial discretion but is further mandated to Grant Relief within 21 days).

Further definition of credit, "in the Federal consumer Credit Protection Act, Truth in Lending Act (Title 15 U.S.C.) As set forth in Regulation Z (12 CFR 226): Credit means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment.

The Secured Party, Rodney L. Belle/ Foreign African National Non-Joint tenant is further informed that it is the responsibility of the lender (creditor) CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC to give full disclosure of contract pursuant to the **Freedom of Information Act** and delegated authority of right or executive order by Legislature to defer payment, and give a letter of credit/ check book entries/ and no loan, no lawful money according to Article 1, Section 10, clause 1 of the Federal Constitution mentions; **"no state shall enter into any treaty, alliance, or confederation, grant letter of marquees and reprisal, coin**

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money, emit bills of credit..." **And it further mentions the only lawful tender is gold and silver coin, Am Jur 2d 81.**

The affirmative fact is that the President/ Vice President of, CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC and cohorts, also dishonored/ failed to disclose that the original loan was created by a check book entry, which may be sold in the open market (as a promissory note) for 80-90 cents on the dollar with no consideration to the plaintiff. The defendant further failed to disclose the loan was pre-paid and the plaintiff would be converted into a joint tenant for 30 years. It also was not disclosed to the plaintiff that he was a Joint Tenant/ Mortgage was a lien and all monthly payments of Federal Reserve Notes, tender for debt. ("Federal Reserve Notes are valueless" see Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.

See **Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v. Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes were fiat money and not legal tender after jury deliberation and return a unanimous verdict for defendant after bank president admitted it was standard banking procedure in that he created the "money" he loaned to the defendant as a book entry on December 7th at the conclusion of trial, the mortgage was canceled.**

The Secured Party, Rodney L. Belle/ Non-Joint tenant, further has reason to believe this operation under the color of

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authority by President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC is in direct violation of the Constitution for the united States of America, also the International Protocol (United Nations Convention on International Bills of Exchange and International Promissory Notes, and the U.S. Federal Constitution, which prohibits Bills of credit, and authenticates securities of the United States and further defer payment with the people and the general public at large. The Secured Party, Rodney L. Belle/ Non-Joint tenant, in his own stead, rescinded the loan contract due to constructive fraud and usury, and also due to unethical business practice, and furthermore demands a **special well informed grand jury of the rules of the Common Law/ Article III Court Proceeding/ the International Protocol/ treaties of the United Nations Convention on International Bills of Exchange and International Promissory Notes. Further investigation of Violation of the Securities and Exchange Commission Act of 1933 and 1934 the RICO allegation/ criminal elements.**

Judicial Notice of How a Claim of Relief Can be Granted

The Secured Party, Rodney L. Belle/ Non-Joint tenant gives **Judicial Notice to the United States District Court that relief can only be granted under his bond/ UCC-1 Financing Statement/ Article III Court Proceeding under the rules of the Common Law, all rights reserved, waiver none ever to an Article II Maritime**

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Court proceeding. Further relief can be granted? A) Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933. B) My bond UCC-1 financial Statement/ Transmitting Utilities Under Public Policy HJR-192, the Bankruptcy Reform Act of 1978/ Emergency Bankruptcy Act and adjustment of my pre-paid account with the Secretary of State and the Secretary of the Treasury in exchange with my exemption, and release of all property/ proceeds to the Secured Party in Accordance with the Uniform Commercial Code. C) Under the Settlement agreement and the stipulations between the parties, Rodney L. Belle/ Non-Joint tenant and the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC.

In further Judicial Notice, the plaintiff/ Secured Party, Rodney L. Belle/ Non-Joint tenant, spokesperson for the none debtor Corporation; RODNEY L. BELLE, honor any and all arguments and anticipate dishonor of the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC and its attorneys, to continue to **Dishonor/ harassment of the Secured Party by threatening of non-judicial foreclosure in state court, by interference of a third party/ silent partner or newly appointed trustee,** after secured party notice of rescission/termination of the former trustee and demand according to the Secured Party's mortgage insurance Company policy to pay off the balance, which was also refused pursuant to the United States insurance Policy, which is House Joint Resolution-192.

Conclusion

The Secured Party, Rodney L. Belle/ Non-Joint tenant, **honors** and further anticipates that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC/ Dishonor by invasion of administrative settlement agreement between the parties, by **political arguments and debates on Points and Authority contrary to the principles of the National Banking Association Act of 1863** in a spurious attempt to cover up the RICO and unclean hands, request an order for dismissal due to plaintiff's failure to post bond or state how a claim of relief can be granted, when the affirmative fact shows the Acceptance for value by the Secured Party, see exhibit of bond, a.k.a. financial statement/ transmit of utilities and adjustment of account has been taken care of under Public Policy HJR-192/ Emergency Bankruptcy Act of 1933, which the plaintiff gives Judicial Notice of the settlement agreement and stipulations and this is how a claim of relief can be granted

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under my bond/ Financing Statement Registered with the Secretary of State and all of the mentioned in the above.

Prayer

1) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Honor** the terms and conditions of the settlement agreement between the parties to Stay of all dishonor/ non-judicial foreclosure proceeding, stay of harassment of the defendant and its silent partner.

2) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC honor the terms and conditions of the settlement agreement between the parties request for three times the above and the amount of the Bill of Exchange Pursuant to the International Protocol of United Nations, which will be presented at trial.

3) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Honor** the terms and conditions of the settlement agreement between the parties the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC, cease and desist

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all commercial **dishonor/failed** to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act, that lawful money was loaned out (CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Dishonored** by silence, Rodney Belle's Request to have a professional accountant to check the credit and debit of the account Request that this court accept my bond UCC-1 financial statement by the Secretary of State and give further Judicial Notice of Full Acceptance of the Defendant's Dishonor and accept it for value and exchange in behalf of his exemption and further release the property to him before the end of business hours, which will conclude any and all commercial transaction, which includes but is not limited to the Defense's spurious claims of defective service to authorized agent/ other political arguments and debates that are contrary to Regulation Z of the Truth-in-Lending-Act/ the Security Exchange Commission of 1933 and 1934/ House Joint Resolution-192, which is the United States Insurance Policy. This is also includes in the acceptance and merit evidence that a claim of relief has been mentioned according to HJR-192 Public Policy and the Bankruptcy Reform Act of 1978/ Uniform Commercial Code.

4) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC honor the terms and conditions of the settlement agreement between the parties Special Request that this controversy is governed only according to the rule of the Common Law Article

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III proceeding, waiver of Rights none ever to special Maritime Territory and Jurisdictional proceeding of legislative none ever, unless signed by a notary public...

5) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC honor the terms and conditions of the settlement agreement between the parties and further **relief can only be granted by Regulation Z of the Truth in Lending Act Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9th Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and Replevin is further Authorized Per House Joint Resolution-192/ the Emergency Bankruptcy of 1933.**

6) Request to the Court that the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC **Honor** the terms and conditions of the settlement agreement between the parties to have the President and Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC before they hire any attorney dishonor/ protest Rodney L. Belle's **Honor Draft** (Quiet Title Lis Penden) that they first swear under their full commercial liability under the penalty of perjury and sign a jurat or record a full Reconveyance on the Deed of Trust in the County Recorder and do

7) Judicial Notice of Request for a well informed Grand Jury review, who understands the rules of the Common Law in an Article III Court proceeding only. By the Plaintiff, Rodney L. Belle, being a Foreign African National he makes reservation under the Special-Choice-of-Law-Rule, which is the International Protocol and Domicile Rule, Universal Declaration of Human Rights, International Bill of Rights, and the United Nations Convention on International Bills of Exchange and International Promissory Notes. If there is any Administrative Court proceeding that has invaded U.S. Code and the 9th Circuit Ruling in Yamamoto v. Bank of New York, 329 F3d 1167 (9TH Cir 20030 Regulation Z Mandated to all state / federal agency cannot make any Judicial discretion but is further mandated to Grant Relief within 21 days) (see further reference: Am Jur 2d 81).

whatever the District Court of the United States Article III Court deem to be just and proper.

Verification

The Secured Party, Rodney L. Belle/ Non-Joint tenant, declares and attests that he has **Honored** all of the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, AND MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC's notice/ letter of dishonor of the $400,000.00 to over $600,000.00 letter bond by Nancy Marks and Associates, LLC of Accounting who apologized for any inconvenience of returning the $400,000.00 to over $600,000.00. In further dishonor by **Invasion of International Protocol of United Nations International Bill of Exchange Pursuant to the International Protocol of United Nations/** by the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, and NOVASTAR MORTGAGE, INC's refusal to sign under their full commercial liability under the penalty of perjury and give disclosure pursuant to the Truth and Lending Act/ Regulation Z by signed jurat before a notary public that all loans are lawful money and are backed by gold and silver and the plaintiff, Rodney L. Belle/ Non-Joint tenant qualifies under the House Joint Resolution-192, the United States insurance policy, (and according to Rodney L. Belle's home insurance policy) to have the public debt discharged. Any mention that judicial notice of relief can only be granted under Public Policy HJR-192 and the Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the President/ Vice President of CHASE HOME FINANCE LLC, LOANSTAR MORTGAGE SERVICES, LLC, MARRIOTT VACATION CLUB INTERNATIONAL, AND NOVASTAR MORTGAGE , INC dishonoring the administrative settlement agreement between the parties by non judicial

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foreclosure/ counter claims/ motion for dismissal shall be viewed as a breach of agreement between the parties shall also be viewed as true and correct.

Henceforth Submitted

Rodney L. Belle

Secured Party, Rodney L. Belle/
Non-Joint tenant, spokesperson for
the unincorporated corporation/
vessel, (RODNEY L. BELLE)

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Recording Requested by

When Recorded Mail to:
Name: Benjamin Ashley
Address: 7107 Broadway Ave
ZIP: Lemon Grove Ca 91945

FILED
07 NOV -6 PM 2:10
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: PDZ DEPUTY

'07 CV 2123 BEN (NLS)

Space above this line for Recorder use only

To: United States Attorney
California Attorney General
880 Front St. Rm 6293
San Diego, CA 92101

CRIMINAL COMPLAINT
Affidavit of information
Affidavit of Obligation/ Truth
"True Bill in Commerce" By the Petitioner, Benjamin Ashley,
Complaint
Felony, High Crimes and Racketeering Influenced and Corrupt Organization
18 USC (RICO)
Alien Tort Claim Act
A)Violation of Federal Civil Rights Act of 1871 and Title 12, 1983, 1984, 1986 Equal protection and Due process of Law, and Refusal to Make a Arrest on all Parties for Criminal Trespass, etc.

B) Trespassing and Invasion of International Protocols, the Law of the Nations, the Law of Merchants, Human Rights Violations, also of the World Constitution and Treaty of the United Nations, the Universal Declarations of Human Rights, International Bill of Rights, etc.

Demand for Grand Jury Investigation / Review of Finding

THIS CRIMINAL COMPLAINT AND AFFIDAVIT OF INFORMATION/ TRUE BILL DOES NOT ARISE FROM THE SUBJECT MATTER OF ANY PREVIOUS DISPUTES IN CLASS ACTION.

Affidavit of Information/ Affidavit of Obligation (Affidavit of Truth) "True Bill in Commerce" in support of a Criminal Complaint/ Alien Tort Claim Act.

I, **Benjamin Ashley, Attorney-in- Fact** the Complainant/ Affiant in the instant matter, am reporting, by affidavit of obligation, and am giving (Public Notice of Criminal Trespassing /Violations of the International Protocols and the law of the Nations/Law of Merchants/Human Rights Violations, of the

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General Public at Large are in Jeopardy due to the Unlawful unethical Business Practice , the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates Insolvent Corporation Impersonating International Creditor of Debts of 1930 -33 Reorganization of UNITED STATES BANKRUPTCY as Debt Collector's .) to this office of the United States Attorney, and U.S. Attorney General believed to be the Competent authorities to which knowledge of criminal action should be reported. This "True Bill in Commerce" Affidavit of Obligation is pursuant to 18 United States Code Section 4 (18 USC 4), the Federal Rules of Criminal Procedure, Rule 3, Title 18 (18 USC) Section 4 States:

"Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals, and does not as soon as possible make known, the same to some Judge or other person in civil or Military authority under the United States, shall be fined not more than $500.00 or imprisoned not more than three years, or both."

Federal Rules of Criminal Procedure Rule 3 States:

"The complaint is a written statement of the essential fact constituting the offense charged. It shall be made upon oath, before a magistrate."

In order for a crime to exist, four elements must exist. First there must be a clearly defined crime or criminal action. Second, there must be a victim. Third, that the victim must have been damaged or injured, and fourth, the criminal intent must be established on the part of the accused. Without proof of all four elements, no action can be considered criminal.

In this matter the complainant affiant is the victim, the Commercial Affidavit set the complained issues and this criminal complaint defines the crimes, verifies the actual damages, and the intent was established by proof that the accused the President and Vice President of First Federal Bank and its Partnership/silent Partner Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust, Trustee for Insolvent New Century Mortgage Company/

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PARTIES OF INTEREST

Petitioner at all times mentioned is **Benjamin Ashley Attorney-in-Fact.**

Respondent at all times mentioned is 1) the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates, 2) Los Angeles Police Department

STATEMENT OF FACTS

I Benjamin Ashley Declare and Attest this Controversy, of above Insolvent Mortgage Company Call New Century Mortgage, who no longer in Business or in a Reorganizations due to Outrageous and Unethical Business Practice of Impersonating and International Creditors , Pretending to Give a Loan to the General Public at Large ,and Refusal to Give Full Disclosure that Pursuant to Regulation Z and the Truth and Lending Act, all Mortgage is Not a Loan Only a Common Law Lien on Said Property, and also failure to Inform Pursuant to the National Bank Act of 1863 All Banks and Mortgage Company are Prohibits of Lending any Money, also not to mention Article 1 Section 10 of the Constitution for the united States of America which Prohibit , one from Emit Bill of Credit in the 50 Republic States, and only Gold & Silver is the Form of Legal Tender of Debts, under the Color of Office without the Grantor Consent the Insolvent Mortgage sold the loan to First Federal Bank , and the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust is Acting Trustee and Asset Back Pass Through Certificates and Fraudulent Loans of the General Public at Large. In Good Faith Mrs. Sneed wash her hand by Grant Deed Said Property Located at : 2402 Inglewood Ca 90303 and Surrender to Key to Logical Mortgage Banker, and Mrs. Sneed later filed for Bankruptcy / Quiet Title Action an she Move out of state, on or around Oct 24, 2007 am

Mrs. Patricia Murray and Associated Mrs. Lisa Fisher Attorney at Law ,come with the Municipal Police Sergeants Fernandez , I show the Grant Deed and etc. the office mention it's a civil Matter and he is prohibit of getting involved, the next day at 6pm I step out of the house for a couple of hour only to see that under the color of office and state law the lock has been change the second time without my permission and the Respondent mention in the above has Criminal Trespass, and on that follow sat 27,2007 the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates had some Mover and Municipal Police officer A Mayorgu ,appear and Refused to Arrest the Mover , after the Mover acknowledge that I was calling the Sheriff Department and A Citizenship will be made , despite of Municipal Police officer Mayorgu Refusal to do his Job, the Worker all Fled the Locations and the Representatives of the Realtors Rob Buchan and Mortgage never appear at the Scene, and I Benjamin Ashley Has Reason to believe that as long as these Outrageous and Unethical Behavior of Persons who are Party of the Municipal Police Department, Acting Sheriff for the Republic of California, does not Serve and Protect the General Public, Rather act as a Spokespersons for the Mortgage Company , by Political Argument and Debates of Moot Points, who First Second Position of Title Recorded in the County Recorder, does not exempt one from Criminal Trespass and Violation of the Law.

Domestic Mixed War- a mixed war is one which is made on one side of public authority, and the other by mere private Insolvents Corporation Impersonating as International Creditor(the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates) and ((Black's Law Dictionary 5th Ed. Page 1420). War does not exist merely because of an armed attack by Military forces of another nation until it is a condition recognized or accepted by political authority of Government, which is attacked either through an actual declaration of war or other acts demonstrating such, criminally under Title 18, Section 4, civilly under Title 42, Section 1983, 1985, 1986, position emphasis added: (Suaser V. Sun Life Assure Co. Of Canada, D.C. 57 F Supp. 620, 621)

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Mixed war is the disintegration of peace: Webster's states: "A State of hostility, conflict, or antagonism, a struggle between opposing forces," not necessarily open, violent, armed confrontations, although a continued state of disrupted peace by any forced lead to open armed conflict.

Non Bonded agent/ the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates did act in the scope of office and in their private capacity are hereby accused of the following crime against, and violation of the rights of the people of this California Republic/ International Communities/ Universal Declaration of Human Rights or obligation are secured, preserved or defined by the Constitution, art.1 sec. 10, clause 1 and also Article 1 section 9 clause 3- Bill of Attainder to prevent such abused by government officials by their oath to support said Constitution; (67 CJS, Officers, Section 46, and Oaths) Sec (15 USC).

Malfeasance A. Mayorgu/ Los Angeles Police Department of office by such wrongful action, by Refusal to Make an Arrest upon all those who Criminal Trespass and these individuals have acted with malfeasance of office in deliberate conspiracy with knowingly and willfully acted under the color of state law and office by Refusal to Arrest All Parties for Criminal Trespass and Change of the Locks on said Property Listed in above Refusal to Call After Sergeant Fernandez and Confirm mention it's a civil Matter and he can't get involve and they the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates are guilty of misconduct in office whether public or private.

Treason-

Treason is defined as the assault against the authority to which one owes allegiance. It is one of three specific crimes named in the United States Constitution. It requires that one commit an act of war against the Constitution or giving aid and comfort to an enemy, such clearly, action by government officer and such private officer who have privileged authority in Commerce by the Constitution, in specific connection to the above violation. Malfeasance of office along with violating their oath of office and in the related connected activities here in as listed below is nothing short of Treason.

In addition to and along with the above cited crimes, the accuser's acting in concert with such so called government official or impersonation of the Sheriff (A. Mayorgu/ Los Angeles Police Department without professional performance Bonds) Pursuant to the California Government Code Section 110 Define only the Sheriff is Police of California Republic and the Deputize Marshall Complete such acts as listed as follows:

Obstructing enforcement (a) whoever holds, or returns any person to a condition of Restraint with the intent of placing him or returning him to a condition/ violation of civil/ human rights shall be fined under Title or Imprisoned not more than 10 years or both. (b) Whoever obstruct, or in any way interfere with, or prevent the enforcement of this section shall be liable to penalties prescribed in subsection (a) Source (June 25, 1948) ch. 645, 62 Stat. 772 Pub. 1-103-322, Title xxiii sec 330016 (1) R) Sept. 13 1994 108 stat. 2147. Pub. 104-208 Div. Title 2 Sec 218 (a) Sept. 1996. 100 Stat. 3009 J 73.

Fraud-

Permitting shown and demonstrated acts of fraud and actively participating in a scheming conspiracy of untruths and misrepresentation to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith and such fraud was shown (Cal. Penal Code sec. 532 18 USC 1001).

Conspiracy-

A confederation of two or more individuals who may not know each other but by their joint effort, commit some unlawful or criminal act.(Black's Law Dictionary). Multiple officials, agents, and other persons named properly noticed by the attached commercial affidavit and the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates who under a color of official right and appearance and color of law, continued to perform such acts to continue to raise revenue by fraud and extortion, theft of exemption of and the general public at large. (California Racketeering Act 18 USC 1961 et. Seq.)

Racketeering

Is the combination of the above identified crimes. Title 18 United States Codes Section 1961 (RICO) defines it as involving a host of patterned criminal actions that includes but is not limited to an act or threat of murder, kid napping, gambling, arson, and as in the instant case, robbery, bribery, extortion, Fraud, slavery, misrepresentation, etc..

The explanation of crimes above stem from other hidden crimes being forced upon the general public at large/ the People of this California Republic and the International Communities. Such Crimes and this Affidavit of Information, is registered in the overall context of the Bankruptcy of the United States the, District of Columbia) as per Jurisdiction set for In the U.S. Constitution Article 1, section 8, clause 17, and 18 and Article 4, Section 3, clause 2) the United States Bankruptcy is a direct result of the Federal Reserve act of Dec. 22, 1913, in which the delegated authority of Congress to be Responsible for the Nation's currency was unconstitutional and was clearly reiterated on march 17, 1993 on the floor of the House of Representatives by James Traficant, Jr. (Ohio) addressing the House, it is recorded in the United States Congressional Record, Wednesday, March 17, 1993, vol. 33 page HI303:

"Mr. Speaker, we are here now in chapter 11, member of congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history. The U.S. Government," he further mentioned, "the U.S. attorney general the "permanent member" to the Secretariat of the Interpol operation and the Secretary of the Treasury , the "alternate permanent member" under article 30 of the constitution , and regulation of Interpol 22 USC 263 (a), the agents are required to renounce their allegiance to their respective countries and expatriate consequently, all "public servant" official, Congressmen, politician, Judges, attorney, law enforcement personnel, the states and their various agencies are express agents of the foreign principal. Private Municipal Corporation in behalf of the United States

A) A Federal Corporation title 28 U.S.C. Section 300(5) chapter 176 mentions in the United States is a Corporation 534 federal supplement 724.

This RICO enterprise should be subject to 28 USC sec 4 of the commission of crimes cognizable by a court of the United States. Title 18 USC sec 513 mentions: "Whoever makes, utters, or possesses a counterfeited security of a State or political subdivision thereof or of an organization, or whoever makes, utters, or possesses a forged security of a state or political subdivision thereof, or organization with intent to deceive another person, organization, or government shall be fined not more than $250,000 or imprisoned not more than ten (10) years or both." Among securities defined at 18 USC sec 2311 is included: "evidence" of indebtedness, which in a broad sense may mean anything that is due and owing, which would include a duty, obligation , or right of action.

Waiver of Contractual Right

The failure of either party to enforce one or more provisions of this agreement shall not be construed as a waiver or limitation of that Party's right agreement. **The Benjamin Ashley Acting. Attorney –in –Fact/** Private Attorney General, shall not be deemed to have waived right under this agreement unless such waiver is given in writing and signed by the Petitioner. No delay or omission on the part of the Petitioner in exercising a right shall operate as waiver of such right or any other right. A waiver by the Petitioner of a provision of this agreement shall not prejudice or constitute a waiver of the Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this agreement. No prior waiver by Benjamin Ashley nor any course of dealing between Benjamin Ashley , and the President and Vice President of First Federal Bank and its Partnership Rob Buchan aka Realtor & Patricia Murray / Deutsche Bank National Trust and Associates and Associates A. Mayorgu/ Los Angeles Police Department shall constitute a waiver of the Secured Party's rights or of Debtor obligations under this agreement as to future Transactions, whenever the consent of is required under this

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Agreement, the granting of such consent by the Petitioner in one instance shall not constitute consent over the whole.

UCC 3-103 fraud, misrepresentation, duress, Estoppel, Bankruptcy, principal and agent law of contract.

UCC 3-103. Duty to act in good faith Requires honesty not dishonest/ reasonable Commercial Standard of fair Dealing.

UCC 403. Filing Public Record or upon Acceptance by Filing offer.

UCC 1-201 (11) offer/ consideration/ Acceptance

UCC 1-105 Territorial, Application of the act, practice, Power to choose, Application Law, choose law, conflict of Law.

Payment of One Billion Dollars, U.S. $1,000,000,000.00

Nature of Crime	Damage Penalty	Authority of Damage
Fraud	$10,000.00	$ 18USC 1001
3 counts theft of exemption	$5,000.00	$ 18 USC 872
from count 3 (felony) (18USC 2112) no	$250,000.00	$18USC 3571, 3623
Conspiracy	$10,000.00	$18USC, 241
Racketeering (Criminal)	$25,000.00	$18USC, 1963
Grand theft Larceny	$250,000.00 per day	$18 USC 872

See attachment: Bill of Exchange upon default

Subtotal amount, see attachment (A)

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Racketeering (Civil Value) Whatever the actual damages are, that can be proven, multiplied by 3, triple the damages.

$10,000.00 x 3 = $ 18 USC, 1964

100 Constitutional Violations	
(150 Human Rights violation)	$100,000,000.00
from count 21	$ see attachment
partial table total	
Racketeering civil penalties	$ upon default, see exhibit of Bill of Exchange for said amount of One Billion Dollars.

I, Benjamin Ashley, Declared and Attest / affirm that the above Information mentioned in this Affidavit of Truth, True Bill" is correct to the best of my knowledge and belief. P.S. within 30 days Can you please give me your legal Authority, if you choose not to prosecute, Nor Qualified for a Grand Jury Investigation of Operations under the Color of Law and why each member doesn't fall in the realm of Investigation or Review by a Grand Juries of Criminal Elements, and if evidence of Crime, criminal prosecution for violations mentioned in the above.

Henceforth Submitted

Benjamin Ashley

Benjamin Ashley Attorney-in -Fact

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UNITED STATES DISTRICT COURT
SOUTHERN JUDICIAL DISTRICT

DECLARATION OF SERVICE

I am over the age of 18 and I hereby attest and confirm that I personally served an Authorized Agent of
USD COURT
at their place of business known as 880 FRONT ST , San Diego, CA 92101, and that I served the following documents:

CRIMINAL COMPLAINT;Benjamin Ashley.

To Proof of Service, I do hereby declare to be true and correct to the best of my knowledge and ability that I have served the party(s) named hereon with a true copy of the document within.

This 6TH Day Of November 2007

[signature] ______________________ Signature of Person Serving

COPY

Daniel: Zarazua Ramos
Monica: Huerta Martinez
Injured Third Party Intervenor,
C/O 4529 Spellbinder CT.
Sacramento, California
Zip Code Exempt
[DMM 122.32] as amended

district court for the United States
In Care of THE UNITED DISTRICT COURT
DISTRICT OF CALIFORNIA

BZ

DANIEL ZARAZUA RAMOS Sramineus Homo, US Vessel **Libellant,** V. FIRST FEDERAL BANK, US Vessel DOES, ROES, and MOES 1 -100 et al, US Vessel sand **Libellees,**	Case # Within the Admiralty **PETITION FOR** **LIBEL OF REVIEW**
Daniel: Zarazua Ramos Monica: Huerta Martinez Lien Holder of the Vessel, the Real Party In Interest, Lawful Man **Injured Third Party Intervener/Petitioner/** Libellant, V. FIRST FEDERAL BANK, U.S. Vessel, DOES, ROES, and MOES 1 -100 et al **US VESSELS** **INDIVIDUALLY AND SEVERALLY** **Third Party Defendants/Libellees**	**OF AN** **ADMINISTRATIVE JUDGMENT**

COMMERCIAL AFFIDAVIT IN FACT

FOR AND ON THE RECORD:

THE COURT TAKES JUDICIAL NOTICE WITHIN THE ADMIRALTY OF THE SUM

CERTAIN OF THE FACTS AND STATEMENTS HEREIN

JURISDICTION

COMES NOW Claimant/Libellant, Daniel: Zarazua Ramos, an injured parties,

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hereinafter referred to as the Claimant, without counsel, by Restricted, Special Appearance, pursuant to Special Procedures in Admiralty, Rule E (8), and at no time waives any protections within the Admiralty, filing this Petition, for Judicial Review of an Administrative Judgment pursuant to Rule 57 FRCP.

Pursuant to **TITLE 28; PART VI; CHAPTER 151 § 2201**

§ 2201. Creation of remedy

a. In a case of actual controversy within its jurisdiction.

A. 28 USC § 1331; There is a Federal question.

B. 28 USC § 1332; Diversity of Citizenship.

C. 28 USC § 1333; Admiralty, Maritime, savings to suitors.

D. 28 USC § 1337; Commerce.

1. Claimant petitions this court for a **Review of Foreign Judgment** documents entered into this Case Number CV 07 6494 BZ
2. This Court is an Admiralty Court and the injured party, petitioner/Claimant sets this action and files this action with the Court Clerk "within the admiralty" pursuant to Special Procedures in Admiralty #Rule E (8), and is appearing in Restricted Appearance.
3. Libellee(s)/Respondent(s) have made false claims and this Libel of Review and Notice of Lis Pendens are now in the "original exclusive cognizance" of the United States through the district court - see the First Judiciary Act of September 24, 1789, Chapter 20, page 77.
4. Jurisdiction, in international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C (3)) such as trust organizations and legal names, Ens legis; DANIEL ZARAZUA RAMOS & MONICA HUERTA MARTINEZ.
5. Petitioner Daniel: Zarazua Ramos & Monica: Huerta Martinez, Libellee, FIRST FEDERAL BANK and Co-Parties DOES, ROES, and MOES 1-100 et al, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." The First Judiciary Act September 24 1789 Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741 and 26 USC 1331.
6. Petitioner Daniel: Zarazua Ramos & Monica: Huerta Martinez, unknown FIRST FEDERAL BANK agents, "... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..."
7. The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United States

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of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741 and 26 USC 1331.

8. This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

> "Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of Wreck, Selden Society, p. xl, 1897.

9. The Constitution for the United States recognizes the protocol: i.e.,

ART. III

Section 2. The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;--to all cases of admiralty and maritime jurisdiction;--to controversies to which the United States shall be a party;--to controversies between two or more states;-- between a state and citizens of another state;--between citizens of different states;--between citizens of the same state claiming lands under grants of different states, and between a state, or the citizens thereof, and foreign states, citizens or subjects.

10. Libellee(s), Unknown FIRST FEDERAL BANK Agent(s) are agent(s) of a foreign principal, a "foreign state" defined at Title 28 of the United States Codes §1603, and Title 22 U.S.C. §611.

11. The district court for the District of California, Central Division, has acquired exclusive original cognizance of this Libel of Review for the United States because this is a federal question - a constitutional matter involving a man on the land complaining about theft and kidnap - Title 18 U.S.C. §§ 661 and 1201 respectively and irregular extradition from the asylum state into the United States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by an agent of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333 respectively. The presentments (notification) are arbitrary and capricious clearly implying that if Petitioner fails to comply with the suggested terms there will be "law enforcement" actions by way of inland seizure. Speaking historically, the districts, formed in 1790 for handling the financial obligations of the United States could not come into existence until after formal expression of remedy in the 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333.

12. The only excuse for the discretionary authority granted administrative agencies is the judicial oversight demonstrated in this invocation of an Article III court.

13. Law of the flag: Man is created in the image of God and to reduce a man to chattel against the national debt is an affront to God. Exodus, 13:16 and Genesis 1:27.

14. All Court Officers are not immune "within the Admiralty", and are accountable for their actions pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605. Any foreign sovereigns are liable for damages while doing business in the United States. This provision has application since the

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foreign sovereign – the judges, clerks, etc. – operate on the behalf of a defacto foreign fiction government. Officials are liable for the damages that they commit while doing business in the country.

15. This court is open for admiralty issues and in this instant action. It is a debt obligation and insurable interests that are issues in admiralty.

16. This action of the injured party, petitioner/libellant/Claimant is protected pursuant to the Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749.

17. THE SUITS IN ADMIRALTY ACT is a law where the United States and its co-parties specifically waives its immunity in three situations: (1), If the Admiralty suit involves a vessel of the United States (Man's body is named in the action), (U.S. citizen Vessel) (Name in all upper case of the vessel) and (2), Cases that involve cargo belonging to the U.S. and its co-parties. Within the context of this instant action, when the cargo [the paperwork, or lawsuit] of the United States and its co-parties harms us, the United States gives us a blanket waiver of immunity, or (3), if the United States could be sued in the Admiralty if it were a private party, if we are going into an international jurisdiction, (a set aside, fenced territory) every time we go into the Court, we are entitled to sue the United States and its co-parties in the Admiralty as if it were a private party. The cargo is the docket file and the lawsuit and Clerks/Warrant Officers and Judges/Masters are not immune if the cargo is not directed into the Admiralty Court.

18. In this instant action all parties are U.S. VESSELS and fit the legal definition of a U.S. Vessel.

19. The Court Officers/ Master/ Mariners are liable if they mislead/mis-deliver this action into the wrong Court and the law provides for criminal penalties for compliance failures.

20. The Public Vessels Act is applied in this instant action and waives the Court Officer's Immunities pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113.

21. The cargo is shipped via the U.S. Postal Service and all parties are subject to the Postal Codes in this instant action.

22. The Bills of Lading Act includes a criminal penalty because the losses suffered by the customers of the shippers can be very great. I use a Bill of Lading/Petition/Complaint in all of my lawsuits. This presentment fits the criteria for a Bill of Lading, meeting all the facts enclosed in any Bill of Lading. The Bill of Lading describes the cargo (the lawsuit), and tells the Court Clerk to carry the suit into the Admiralty Jurisdiction of the Court. The Clerk is a PUBLIC VESSEL and the CARRIER, being a vessel of the United States and its co-parties. This Bill of Lading identifies the cargo as the lawsuit, by describing the suit's postal registry number, which is Register Mail # RB 000 000 000.

23. The Bill of Lading creates a liability for which the damaged party can recover in a suit if the documents are diverted into another venue. If a carrier is found wanting in due diligence concerning the delivery of the cargo, the liability attaches at the time of the diversion of the documents. The Bill of Lading therefore takes away the immunity of Clerks/Warrant Officers and Judges/Masters, if the cargo is not delivered into the Admiralty Court, and adds criminal penalties for compliance failures. Title 49 U.S.C. Ch. 801 §

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80116.

24. The Admiralty Extension Act, Title 46 U.S.A. Appendix, Ch 19-A § 740, extends the admiralty jurisdiction inland. All states by law have access to the sea. Therefore any land locked country has an easement, so to speak, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts.

RESTRICTIONS

25. The Libellee/Respondents were. estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE". The Third Party Libellees/Defendants were forever barred from arguing and controverting the issues of the "CONTRACT/CLAIMS" and are bound strictly in their prove up of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification, "within the Admiralty". Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of their Contract. This AGREEMENT/ CONTRACT is protected pursuant to US Constitution, Article I Section 10, and the D.C. Codes in regarding "THE IMPAIRMENT OF CONTRACTS".

26. The Libellees/Respondents have received Notice of Default, and therefore, is they make or have made a hostile presentment before this court, in writing, they are subject to the provisions of F.R.C.P. RULE 9 (h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

FACTS

a) The injured party petitioner/libellant/Claimant, exhausted his Administrative Remedy and served the Libellee/Respondent, FIRST FEDERAL BANK, a Conditional Acceptance of their claim upon submitting Proof of claim.

b) The injured party petitioner/libellant/Claimant served, in Honor, a Letter Rogatory to show their documents of their claim.

c) The injured party petitioner/libellant/Claimant served an Affidavit, by this injured party declaring, Affiant had not seen or been presented with any material fact or evidence of a claim and believed none exists.

d) The above three (3) documents were served by First Class U.S. Mail, Certified Mail # 7006 3450 0001 2035 7720, Return Receipt Requested on the Libellee/Respondent, FIRST FEDERAL BANK on September 15, 2007 by Luz Maria Urzua a Notary Public of the State of California, an independent third party.

e) The respondent received the documents on September 19, 2007 ad indicated by the US. Postal Service Tracking Number.

f) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.

g) The time expired on October 3, 2007 with no response from the Respondent.

h) On or before October 9, 2007, a NOTICE OF FAULT – OPPORTUNITY TO CURE was served by First Class

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U.S. Mail, Certified Mail # 7006 3450 0001 2035 7980, Return Receipt Requested on the Libellee/Respondent, FIRST FEDERAL BANK by Luz Maria Urzua, a Notary Public of the State of California, an independent third party.

j) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.

j) The time expired on Octuber 24, 2007 with no response from the Respondent.

k) On or before October 29, 2007, a NOTICE OF DEFAULT an CERTIFICATE OF DISHONOR, by NOTORIAL PROTEST, was served by First Class U.S. Mail, Certified Mail # 7007 0710 0003 1813 2549, Return Receipt Requested on the Libellee/Respondent, FIRST FEDERAL BANK by Luz Maria Urzua, a Notary Public of the State of California, an independent third party.

l) On October 29, 2007, the Libellee/Respondent, FIRST FEDERAL BANK was sent an INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW by Certificate Mail # 7007 0710 0003 1813 2549.

m) The respondent received the documents; INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW on October 29, 2007.

n) Libellee/Respondent, FIRST FEDERAL BANK was given 30 days for Settlement and for Closing of the Escrow.

0) The 30 days expired on November 29, 2007 without a response from the Libellee/Respondent FIRST FEDERAL BANK.

p) The Libellees/Respondents failed to respond and answer and are in Collateral Estoppel, Tacit Procuration, Stare Decisis, Estoppel, by Acquiescence and Res Judicata by Agreement and cannot proceed, Administrative or Judicial without committing perjury and causing further injury to the injured party petitioner/libellant/Claimant

q) The Libellees/Defendants can not obtain a dismissal or summary judgment without sworn competent witness testimony and can not do so because they are estopped by their own actions and inactions and any attempts to appear are a hostile presentment before this Court and are further culpable.

r) There is no controversy from any party that stands, and this Court is mandated to enforce the Agreement/Contract and grant the relief as sought in the Accounting and True Bill, or they are found in violation of the impairment of contracts pursuant to Article 1, § 10 of the United States Constitution and the D.C. Codes IN FACT, and that;

s) If the court attempts to dismiss the injured party petitioner/libellant/Claimant's claim, it is a VOID JUDGMENT pursuant to FRCP 60 (b)(4) STATEMENTS OF COUNCIL IN BRIEF OR IN ARGUMENT ARE NOT SUFFICIENT FOR **A MOTION TO DISMISS OR FOR SUMMARY JUDGMENT** Trinsey V. Pagliaro D.C. Pa (1964), 229 F. Supp 647 for lack of subject matter jurisdiction and judicial misconduct and Scienter Criminal Act without immunity.

t) Any attempts by anyone to trespass the injured third party petitioner/libellant, intervenor's claim Agreement/Contract is committing Criminal Barratry and Piracy on the high seas of Admiralty law.

u) The injured the injured party petitioner/libellant/Claimant's holds a priority commercial claim against the debtor named DANIEL ZARAZUA RAMOS & MONICA HUERTA MARTINEZ , Stramineus Homo, A U.S. Vessel by legal definition, and no one has an insurable interest other than the injured the injured party petitioner/libellant/Claimant.

v) Because the claim is filed on parties within an insolvent state and nation, there is an insurance interest issue in

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this instant action and that Unknown Agents dbf FIRST FEDERAL BANK, US VESSEL, have insured this case and/or bonded under their Errors and Omissions Insurance Policy; they are found in insurance fraud, mail fraud, wire fraud, and conspiracy to commit such, and undue enrichment, fraud, and numerous other Scienter Acts, including, but not limited to, Continuous Torts.

w) The risk management for the FIRST FEDERAL BANK is under notice that there is continuous irreparable harm and damage to the injured party petitioner/libellant/Claimant's and the bonds and insurance in this instant action belong to the injured the injured party petitioner/libellant/Claimant's, and the substitute plaintiff trustee/third party co-Libellee Agents, US VESSEL are the obligated party(ies) and do surrender their Public Hazard Bond and risk management by taking such risks in promulgating this instant action in bad faith and fraud and causing an injury in the Public.

x) The injured party petitioner/libellant/Claimant' is the Holder in Due Course of the US Vessel and its Trade Name by security agreement.

y) The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading as though fully incorporated thereof and is found under the heading: ADMINISTRATIVE REMEDY.

z) The court takes JUDICIAL NOTICE that the conclusive evidence is now entered into Case Number ________________ and submitted to this court and attached to this pleading and is found under the heading ADMINISTRATIVE REMEDY, which is conclusive evidence that the Injured Third Party Intervenor/Libellant is the superior lien holder of the US VESSEL and TRADE NAME registered as DANIEL ZARAZUA RAMOS & MONICA HUERTA MARTINEZ.

CONCLUSION

1. That the Injured Party/Libellant is demonstrating to this court that he holds in due course the conclusive evidence perfected in Administrative Law that without a doubt or reservation he is the holder in due course of the CLAIM/AGREEMENT/CONTRACT and holds the BOND pursuant to the Uniform Commercial Code.
2. The Third Party Defendants/Libellees failed to state a claim by which relief can be granted pursuant to FRCP 12 (b) (6).
3. Failure of this court to enter and execute DECLARATORY JUDGMENT BY ESTOPPEL in favor of Injured Third Party Intervenor/Libellant is a denial of due process and equal access to justice and creates another injury in the public and enlarges the SUM CERTAIN an amount to be determined by a jury, compensatory and punitive.

RELIEF SOUGHT

A. That the AGREEMENT/CONTRACT be enforced as the third party/defendants/libellees are in trespass and violation of the AGREEMENT/CONTRACT and have failed to state a claim upon which relief can be granted.

B. That the Court enforce the Administrative findings in the perfected agreement and the order of relief by enforcement of the Agreement/Contract and the accounting and true bill found in the INVOICE for injury against and sustained by the injured third party petitioner/libellant, intervenor; compensatory damages and punitive damages pursuant to CLEOPATRA HASLIP et al. v. PACIFIC MUTUAL LIFE INSURANCE, INC.

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499 U.S.1, 113; Fed 2d 1, 111 § 1032, with a sum certain of $16,083,119.52 USD, to be paid in full by the third party libellees by December 1, 2007 will apply to original Libellees and any other DOES, ROES and MOES who trespass the AGREEMENT/CONTRACT JUDGMENT BY ESTOPPEL.

C. That the court order, cancels any and all liens that FIRST FEDERAL BANK has recorded against DANIEL ZARAZUA RAMOS & MONICA·HUERTA MARTINEZ, US CESSEL, of derivatives of the Eng Legis, thereof at the Maricopa County Recorder and/or the California Secretary of State, UCC Section.

D. That the court order a Data Integrity Board and Comptroller of the Currency Investigation pursuant to 5 U.S.C. 552(a)(d) for this instant action.

E. That the Court Clerk/Warrant Officer enforce any Certificates of Exigency for any and all hostile presentments appearing in this court, written or oral, after the default found in the Administrative Law Process, is a Criminal Act, and a Certificate of Exigency is filed with the warrant officer/court clerk, which mandates a warrant of arrest for all parties now found in criminal acts according to the provisions "within the admiralty."

F. Any other relief deemed appropriate by this Court.

And further Affiant Sayeth Naught

By [signature], affiant
Daniel: Zarazua Ramos

By [signature] affiant
Monica: Huerta Martinez

COMMERCIAL OATH AND VERIFICATION

Sacramento County)
) Commercial Oath and Verification
State of California)

Libellant, Daniel: Zarazua Ramos & Monica: Huerta Martinez, under his Commercial Oath with unlimited liability proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete, certain and not misleading. I speak the truth, the whole truth and nothing but the truth so help me God.

[signature]
Daniel: Zarazua Ramos , Creditor Libellant/Affiant

[signature]
Monica: Huerta Martinez, Creditor Libellant/Affiant

State of California)
) ss
Sacramento County)

Subscribed before me Luz Maria Urzua a Notary Public, this 26th day of December, 2007

[signature]
Notary
Luz Maria Urzua

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CERTIFICATE OF SERVICE

On this 20th day of December, 2007 I served the Petition for Judicial review of Administrative Judgment, by Certificate Mail Number 7006 0100 0005 6175 5366, by U.S. Mail to the following:

FIRST FEDERAL BANK OF CALIFORNIA
GREG JOSEPHSON
401 WILSHIRE BOULEVARD
SANTA MONICA, CA 90401

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, complete and not misleading.

Executed this 20th day of December, 2007

Luz-Maria Urzua

Luz-Maria Urzua, Notary Acceptor

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CHARLETTE SNEED, Plaintiff, vs. CHASE HOME FINANCE LLC, FIRST FEDERAL BANK OF CALIFORNIA, HOMEQ SERVICING, COUNTRYWIDE, GMAC/SILVERSTATE, Defendants.	CASE NO. 07CV0729-LAB (AJB) **ORDER OF DISMISSAL**

On April 20, 2007, Plaintiff filed her complaint against all Defendants. On May 11, summonses were issued as to all Defendants.

On July 24, Defendant Chase Home Finance filed a motion to dismiss and motion for a more definite statement. Plaintiff did not oppose these motions, nor did she respond to Defendant Chase Home Finance's reply noting that she had not responded. The Court may therefore grant Defendant Chase Home Finance's motion as unopposed. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); Civil Local Rule 7.1(f)(3)(c).

No proofs of service were ever filed; however, in addition to Defendant Chase Home Finance, Defendants First Federal Bank of California and Countrywide Home Loans, Inc. appeared and all claims against them have been dismissed. The two remaining Defendants, HomEq Servicing and GMAC/Silverstate, have not appeared. Pursuant to Fed. R. Civ. P.

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4(l), proof of service must be provided to the Court. Pursuant to Fed. R. Civ. P. 4(m), service of the summons and complaint must be made no later than 120 days after the filing of the complaint. Noting that this time period had already passed, the Court ordered Plaintiff to file proofs of service on the remaining Defendants (HomEq Servicing and GMAC/Silverstate) no later than 14 calendar days from the date the order to show cause was entered. If Plaintiff wished to show good cause for failure to serve within the time limit, she was directed to do so by filing a memorandum of points and authorities, to be filed within the same time limit.

Plaintiff has not shown cause as ordered, nor has she attempted to do so, nor has she sought relief from the Court's order. The last activity by Plaintiff in this case was an attempt to file an amended complaint, which was rejected by the Court by discrepancy order on August 1, 2007.

Defendant Chase Home Finance's motion to dismiss is therefore **GRANTED**. All claims against Defendants HomEq Servicing and GMAC/Silverstate are likewise **DISMISSED**. Because all claims against all Defendants have been dismissed without prejudice, this action is therefore **DISMISSED WITHOUT PREJUDICE.**

IT IS SO ORDERED.

DATED: September 7, 2007

Larry A. Burns

HONORABLE LARRY ALAN BURNS
United States District Judge

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RODNEY L. BELLE,
Plaintiff,
vs.
CHASE HOME FINANCE LLC; LOANSTAR MORTGAGE SERVICES, LLC; and NOVASTAR MORTGAGE, INC.,
Defendants.

CASE NO. 06CV2454 WQH (LSP)

ORDER RE: DEFENDANT'S MOTION TO DISMISS

HAYES, Judge:

Pending before the Court is the motion to dismiss filed by Defendant Chase Home Finance, LLC and joined by Loanstar Mortgage Services, LLC. (Docs. # 39, 40). The court finds this matter suitable for submission on the papers without oral argument pursuant to Local Civil Rule 7.1(d)(1).

PROCEDURAL BACKGROUND

On November 7, 2006, Plaintiff Rodney L. Belle filed the Complaint in this matter, asserting various claims against Defendants Chase Home Finance, LLC (Chase), Loanstar Mortgage Services, LLC (Loanstar), Marriot Vacation Club International (Marriot), and Novastar Mortgage, Inc. (Novastar). (Doc. # 1). On December 1, 2006, Defendant Chase moved to dismiss the Complaint for failure to state a claim pursuant to FED R. CIV. P. 12(b)(6), and in the alternative, moved for a more definite statement pursuant to FED R. CIV. P. 12(e). (Doc. # 3). On December 5, 2006, Defendant Marriot moved to dismiss for lack of personal jurisdiction, insufficiency of service of process, and failure to state a claim pursuant to FED R. CIV. P. 12(b)(2), (b)(5), and (b)(6). (Doc. # 4). On May 18, 2007, Loanstar joined Chase's motion to dismiss. (Doc. # 35). On May 22, 2007, the Court granted the Defendants' motions to dismiss without prejudice. (Doc. # 37).

On June 21, 2007, Plaintiff Belle timely filed an amended complaint. (Doc. # 38). On July 9, 2007, Defendant Chase again moved to dismiss Plaintiff's Amended Complaint for failure to state a claim pursuant to FED R. CIV. P. 12(b)(6). (Doc. # 39). On July 12, 2007, Loanstar joined Chase's motion to dismiss. (Doc. # 40). Plaintiff Belle did not file an opposition to Defendant Chase's motion to dismiss.

ALLEGATIONS OF THE AMENDED COMPLAINT

In his Amended Complaint, Plaintiff Rodney Belle alleges that in or about July of 2006, he entered into an agreement with Defendants Chase, Lonestar, and Novastar. *Amended Complaint* at 6. Though it is not entirely clear, the agreement appears to pertain to real properties located in San Diego and San Bernardino. *Amend. Compl.* at 2. Plaintiff alleges that he "honored/ tendered in full with good faith funds the said amount of the property ($400,000.00 to over $600,000.00) by commercial instrument No. 4443800530 . . . ." *Amend. Compl.* at 7.

Plaintiff specifically alleges that

> [t]his controversy involves real properties; located at 640 Pyramid St. San Diego, CA 92114 (loan no. 20929816 of Chase Home Finance, LLC and Loanstar Mortgage Service, LLC/ Loan No. 2013993 Nova Star Mortgage Inc. /Loan No. 0014405549 and Second Location 777 W. 27th , San Bernardino Ca.92405 and this said amount of the controversy is under Nine Hundred Thousand dollars.

Amend. Compl. at 2.

Ostensibly related to the above agreement, or perhaps related to a "settlement agreement" or other "stipulations," Plaintiff alleges that Defendants "dishonored/failed to give full disclosure pursuant to regulation Z of the Truth-in-Lending Act pursuant to the Freedom of Information Act . . . ." *Amend. Compl.* at 7. In addition, Plaintiff alleges that Defendants failed to "sign under there [sic] full commercial liability under the penalty of perjury by sworn Affidavit/ Jurat that...lawful money was loaned out . . . ." *Amend. Compl.* at 8. Plaintiff alleges that Defendants have engaged in "dishonor/ unethical and outrageous business practice" and that the "general public and the public at large are in jeopardy due to these unethical business practices . . . ." *Amend. Compl.* at 9.

Plaintiff appears to allege that Defendants "counterfeited securities" in violation of the Security and Exchange Commission Act of 1933 and 1934. *Amend. Compl.* at 11-13. Plaintiff also alleges that Defendants violated the International Protocol of the United Nations Convention on International Bills of Exchange and International Promissory Notes. *Amend. Compl.* at 11-12, 17. Finally, Plaintiff briefly alleges a breach of contract (*Amend. Compl.* at 9), violation of the Racketeer Influenced and Corrupt Organizations Act (*Amend. Compl.* at 17), a violation of the Uniform Commercial Code (*Amend. Compl.* at 10) and a violation of the Federal Tort Claims Act (*Amend. Compl.* at 5).

Although it is difficult to discern what relief Plaintiff is requesting, it appears Plaintiff would like the Court to enforce the terms of an undisclosed "settlement agreement" and or order reconveyance of a deed of trust. *Amend. Compl.* at 7, 21-22.

STANDARD OF REVIEW

FED. R. CIV. P. 8 requires a complaint to contain "a short and plain statement of the claim showing that the pleader is entitled to relief . . . ." FED. R. CIV. P. 8(a). "The Federal Rules adopt a flexible pleading policy; however every complaint must, at a minimum, give fair notice and state the elements of each claim against each defendant plainly and succinctly." *Rasidescu v. Midland Credit Management, Inc.*, 435 F. Supp. 2d 1090, 1098-99 (S.D. Cal. 2006). When presented with a pro se complainant, the pleadings must be construed liberally, and the plaintiff must be given the "benefit of any doubt." *Abassi v. I.N.S.*, 305 F.3d 1028, 1032 (9th Cir. 2002) (citations omitted). However, "even pro se plaintiffs must allege, with at least some degree of particularity, overt acts taken by [the] defendant which support his claims." *Rasidescu*, 435 F. Supp. 2d at 1099.

A motion to dismiss under Rule 12(b)(6) tests the legal sufficiency of the pleadings. *De La Cruz v. Tormey*, 582 F.2d 45, 48 (9th Cir. 1978). A complaint may be dismissed for failure to state a claim under Rule 12(b)(6) where the factual allegations do not raise the "right to relief above the speculative level." *Bell Atlantic v. Twombly*, 127 S. Ct. 1955, 1965 (2007). Conversely, a complaint may not be dismissed for failure to state a claim where the allegations plausibly show "that the pleader is entitled to relief." *Id., citing* FED R. CIV. P. 8(a)(2). In ruling on a motion pursuant to Rule 12(b)(6), a court must construe the pleadings in the light most favorable to the plaintiff, and further, must accept as true all material allegations in the complaint, as well as any reasonable inferences to be drawn therefrom. *See Broam v. Bogan*, 320 F.3d 1023, 1028 (9th Cir. 2003), *see also Chang v. Chen*, 80 F.3d 1293 (9th Cir. 1996). In considering a Rule 12(b)(6) dismissal, a court may not look beyond the complaint. *Moore v. Costa Mesa*, 886 F.2d 260, 262 (9th Cir. 1989).

DISCUSSION

Defendants Chase and Loanstar move to dismiss Plaintiff's Amended Complaint pursuant to FED. R. CIV. P. 12(b)(6) for failure to state a claim upon which relief can be granted. Defendants contend that Plaintiff's Amended Complaint fails to cure any of the deficiencies identified by the Court in the order granting Defendant's motion to dismiss Plaintiff's original Complaint. Defendants further contend that the Amended Complaint does not comply with FED. R. CIV. P. 8(a), and that the Amended Complaint contains insufficient allegations to support the various claims. Defendants request that the Court dismiss Plaintiff's Amended Complaint with prejudice because "further leave to amend would be futile." (Doc. # 39 at 3).

A. Whether Plaintiff's Amended Complaint Complies with Rule 8(a)

Defendants assert that Plaintiff's Amended Complaint is undecipherable, confusing, and contains varied references to a number of laws without distinguishing among the various claims being alleged. In addition, Defendants contend that the Complaint's factual allegations are insufficient to support the claims.

FED. R. CIV. P. 8(a), requires that a complaint contain "a short and plain statement of the claim showing that the pleader is entitled to relief." A complaint satisfies Rule 8 if it gives the Defendant "fair notice of what the plaintiff's claim is and the grounds upon which it rests." *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 513 (2002), *citing Gibson*, 355 U.S. at 47. A complaint fails to give fair notice when it is "so verbose, confused, and redundant that its true substance, if any, is well disguised." *Corcoran v. Yorty*, 347 F.2d 222, 223 (9th Cir. 1956).

Plaintiff's Amended Complaint is twenty-five pages long, and it is titled "Amended Complaint to Action to Quiet Title /Lis Penden." After reviewing the Amended Complaint, it is still unclear whether Plaintiff is in fact seeking an action to quiet title. As in Plaintiff's previous Complaint, the Amended Complaint is essentially devoid of references to "quiet title" outside of the case caption and page numbering. In its Order dated May 22, 2007, the Court directed Plaintiff to support his quiet title claim with clear factual allegations including who owns the referenced property, whether it is subject to adverse claims, and whether Defendants have an interest in the property. (Doc. # 37 at 6). Plaintiff has failed to include any of these factual elements in his Amended Complaint. (Doc. # 38). Instead, Plaintiff created further confusion by identifying a second piece of property located in San Bernardino which apparently relates to his quiet title claim. With respect to the second piece of property, Plaintiff has again failed to allege any of the necessary elements to support an action to quiet title. *See also* CAL. CODE CIV. PROC. § 761.020. Plaintiff has failed to include a legal description of the property, the basis on which he claims title to the property, or an identification of any adverse claims by Defendants to Plaintiff's title. CAL. CODE CIV. PROC. § 761.020. Without these necessary elements, Defendants are unable to frame an appropriate response to Plaintiff's allegations. The Court concludes that Plaintiff has neither stated a claim for, nor put the Defendants on fair notice of, a claim to quiet title.

Plaintiff also attempts to assert a claim for violation of the Truth-in-Lending Act, *see* 15 U.S.C. § 1601, specifically Regulation Z. *See* 15 C.F.R. § 226.1. Although Plaintiff refers to Regulation Z repeatedly throughout the Amended Complaint, he never specifies which of its provisions he contends Defendants violated. Regulation Z contains four sub-parts and appendices, and each subpart relates to a different type of transaction and is governed by particular rules and requirements, e.g. "Open-end credit," "closed-end credit," "oral disclosures," and "special rules for mortgage transactions." *See* 15 C.F.R. § 226.1(d)(1-6). In its previous order the Court advised Plaintiff to provide additional detail to his Regulation Z claim because the incoherent allegations in the original complaint were not sufficient to allow Defendants to frame a responsive pleading. The Amended Complaint, however, does not succeed in curing the defects previously enumerated by the Court. Plaintiff again makes reference to Defendants' failure to disclose that "lawful money was loaned out," but does not specify why this constitutes a violation of Regulation Z. *Amend. Compl.* at 7. Plaintiff also alleges that Defendants violated Regulation Z by declining "to have an independent, certified accountant to review the lawful money that was originally loaned to see if there was unclean hands in the above matter." *Amend. Compl.* at 12. Yet Plaintiff does not identify the provisions of Regulation Z that require such review. The Court concludes that these allegations do not, standing alone, properly assert a claim for violation of Regulation Z given the breadth, scope, and detail of the statute. In addition, Plaintiff again makes reference to *Yanamoto v. Bank of New York*, 329 F.3d 1167 (9th Cir. 2003), but does not explain how that case is relevant to the circumstances alleged here. In *Yanamoto*, the court held that a mortgagee seeking rescission of a mortgage based on a violation of the Truth and Lending Act can be required to provide evidence that they can tender the proceeds of the loan before the court reaches the merits of the alleged violation. *Id.* at 1173. The only thing that the Court can glean based on the *Yanamoto* reference is that Plaintiff may have tried to rescind an agreement. However, due to the lack of supporting allegations, it is not clear exactly what agreement Plaintiff may have attempted to rescind. The Court concludes that the Amended Complaint does not allege facts which establish the applicability of Regulation Z. *See* 15 C.F.R. § 226.1(c)).

In his original complaint, Plaintiff alleges that Defendants have counterfeited securities in "violation of the Securities and Exchange Commission Act of 1933 and 1934." *Amend. Compl.* at 12. However, Plaintiff again fails to provide any details or factual allegations to support his securities counterfeiting claim. Plaintiff appears to contend that Defendants violated the Act because Defendants "declined in setting a public conference and invitation of the press/ media...to answer one hundred and fifty questions" and "refuse to give full disclosure that check book entries/ debit credit was created, and no lawful money was lent to Plaintiff." *Amend. Compl.* at 12. Though the Amended Complaint does identify specific code sections from the Act, it does not explain how Defendants' conduct constitutes a violation of those sections. Plaintiff does not specify what security Defendants allegedly counterfeited. The Court concludes that Plaintiff has neither stated a claim for, nor put the Defendants on fair notice of, a securities counterfeiting claim.

The Amended Complaint alleges that Defendants violated the "International Protocol/ Treaty with the United States United Nations Convention on International Bills of Exchange and International Promissory Notes." *Amend. Compl.* at 12-13, 17. The United Nations Convention on International Bills of Exchange and International Promissory Notes (UN Convention) applies to international bills of exchange and promissory notes. It is difficult, however, for the Court to determine how Defendants violated the UN Convention. There is nothing on the face of the Amended Complaint to indicate the presence of an international transaction. All of Plaintiff's allegations appear to revolve around two pieces of property, one located in San Diego, and the other located in San Bernardino, and Plaintiff does not explain how the UN Convention is implicated by his ownership of real property located solely in the United States. Further, Plaintiff does not allege that Defendants are foreign nationals or that the loan originated from a bank located in a foreign nation. Plaintiff does refer to himself as "the Secured Party, Rodney L. Belle/a Foreign state National" (*Amend. Compl.* at 1, 4, 5). However Plaintiff fails to indicate how his putative status as a foreign state national establishes the applicability of the UN Convention. *Amend. Compl.* at 1, 4, 5. Plaintiff's UN Convention claim suffers from the same lack of specificity identified by the Court in its order of May 22, 2007. (Doc. # 37). Plaintiff fails to indicate what portion of the UN Convention the Defendants violated, and how Defendants violated it. The Court concludes that the Amended Complaint does not allege facts which establish the applicability of, or a violation of, the UN Protocol.

The Amended Complaint makes references to other federal claims, including violation of the Racketeer Influenced and Corrupt Organizations Act (RICO) (*Amend. Compl.* at 17), the Freedom of Information Act (FOIA) (*Amend. Compl.* at 7, 15,16), the Federal Tort Claims Act (FTCA) (*Amend. Compl.* at 5), the National Banking Association Act of 1863 (*Amend. Compl.* at 19), the Emergency Bankruptcy Act of 1933 (*Amend. Compl.* at 19), and the Bankruptcy Reform Act of 1978 (*Amend. Compl.* at 14). However, after reviewing the entirety of the Amended Complaint, the Court is unable to determine the specific nature of the claims asserted, how the claims relate to the allegations of the Complaint, and which sections or subsections of the various Acts or statutes Defendants have allegedly violated.

CONCLUSION

After reviewing the Amended Complaint, the Court concludes that Plaintiff has failed to state a claim for quiet title, for violation of the Truth-in-Lending Act, or for any other federal or state law. Accordingly, Defendant Chase's motion to dismiss (Doc. # 39) for failure to comply with FED. R. CIV. P. 8(a) & 12(b)(6), joined by Defendant Loanstar (Doc. # 40), is GRANTED. Plaintiff's Complaint is dismissed in its entirety, but without prejudice.

Plaintiff has thirty days from the date this Order is stamped "filed," to file and serve a Second Amended Complaint. *See* Local Civil Rules 4.1; 15.1. If Plaintiff chooses to file a Second Amended Complaint, Plaintiff shall cure the deficiencies outlined in this Order. If Plaintiff fails to file a Second Amended Complaint within the time allowed, or fails to cure the deficiencies of his previous Complaints, the Court will terminate this case with prejudice.

IT IS SO ORDERED.

DATED: October 31, 2007

William Q. Hayes

WILLIAM Q. HAYES
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CATHERINE POPE,
Plaintiff,
vs.
COUNTRYWIDE HOME LOANS et al.,
Defendants.

CASE NO. 07CV925 JLS (AJB)

ORDER (1) ACKNOWLEDGING VOLUNTARY DISMISSAL and (2) DENYING MOTIONS AS MOOT

(Doc. Nos. 13, 15, 17, 21, 24, 27)

Presently before the Court is plaintiff's "Judicial Notice of Dismissal."[1] (Doc. No. 27.) Where, as here, the notice of dismissal is filed "before service by the adverse party of an answer or of a motion for summary judgment," dismissal does not require an Order of the Court. Fed. R. Civ. P. 41(a)(1)(ii). Therefore, this action **HAS BEEN DISMISSED WITHOUT PREJUDICE.** The Clerk **SHALL CLOSE** the case. The Court **DENIES AS MOOT** plaintiff's motion for summary judgment (Doc. No. 13) and defendants' motions to dismiss (Doc. Nos. 15, 17, 21, & 24.)

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[1] Plaintiff brings her notice pursuant to Federal Rule of Civil Procedure 41(b), which allows a defendant to move for dismissal. Therefore, the Court construes plaintiff's notice as a notice for voluntary dismissal pursuant to Federal Rule of Civil Procedure 41(a).

EXHIBIT K

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07cv925

IT IS SO ORDERED.

DATED: October 3, 2007

Janis L. Sammartino
Honorable Janis L. Sammartino
United States District Judge

EXHIBIT K
PAGE 101

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CIVIL PRETRIAL MINUTES

JUDGE WILLIAM ALSUP

Date: March 13, 2008

Case No. C 07-06494 WHA

Title: DANIEL ZARAZUA RAMOS v. FIRST FEDERAL BANK

Plaintiff Attorneys: Daniel Ramos, Pro Se
Interpreter: Sergio Gutierrez - sworn Language: Spanish
Defense Attorneys: Riley Hurd

Deputy Clerk: Frank Justiliano

Court Reporter: Sahar McVickar

PROCEEDINGS

1) Deft's Motion to Dismiss - HELD.

ORDERED AFTER HEARING: Complaint dismissed with prejudice. The Court to issue an order.

EXHIBIT L
PAGE 102

DOC # 2008-0191189

APR 10, 2008 3:16 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 94.00
DA: 1
PAGES: 17

RECORDING REQUESTED BY

After Recording Return To:
SEMINOLE MORTGAGES
P.O. BOX 6242
FULLERTON, CA 92834

f11
17p
1cc

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[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated April 30, 2007, together with all Riders to this document.

(B) **"Borrower"** is Keith Spencer. Borrower is the trustor under this Security Instrument.
1224 Weaver St San Diego, CA 92114

(C) **"Lender"** is SEMINOLE MORTGAGES. Lender is organized and existing under the laws of . Lender's address is P.O. Box 6242, Fullerton, CA 92834. Lender is the beneficiary under this Security Instrument.

(D) **"Trustee"** is Eric L. Glover and/or Rodney L. Belle, Sr.

(E) **"Note"** means the promissory note signed by Borrower and dated April 30, 2007. The Note states that Borrower owes Lender Five Hundred Thousand Dollars (U.S. $500,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 5, 2037.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify] ____________

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the ______________________ of ______________________:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 18 of Empire Addition to Encanto Heights, in the City of San Diego, County of San Diego, State of California, According to the Map Thereof No. 1254, Filed in the Office of the County Recorder of San Diego County April 26, 1910.
APN No. 543-071-14

which currently has the address of ______________________________
[Street]
______________________, California ______________ ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

EXHIBIT M
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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive

Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid

further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) **Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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"Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as

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a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address

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to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the

fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_______________________ [signature] (Seal)
- Borrower

_______________________ _______________________ (Seal)
- Borrower

[Space Below This Line for Acknowledgment(s)]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 4/10/08 (Date) before me, RACHAEL Russell, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Keith Allen Spencer (Name(s) of Signer(s))

_______________________________________,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RACHAEL A. RUSSELL
COMM. #1493198
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. JUNE 1, 2008
MGC1

Place Notary Seal Above

Signature ________ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ____________________

Document Date: ____________________ Number of Pages: __________

Signer(s) Other Than Named Above: ____________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________
- ☐ Individual
- ☐ Corporate Officer — Title(s): __________
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: __________

Signer Is Representing: __________

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: ____________________
- ☐ Individual
- ☐ Corporate Officer — Title(s): __________
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: __________

Signer Is Representing: __________

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Attorneys for Plaintiff, **FIRST FEDERAL BANK OF CALIFORNIA**

FILED
Clerk of the Superior Court
MAY 22 2008
By: T. AHRENSBERG, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

FIRST FEDERAL BANK OF CALIFORNIA, Plaintiff, vs. CATHERINE G. POPE; and DOES 1 to 20, inclusive, Defendants.	Case No.: 37-2007-00038543-CL-UD-CTL **ORDER GRANTING PLAINTIFF'S EX PARTE APPLICATION TO ISSUE A SUCCESSIVE WRIT OF EXECUTION / POSSESSION** Date: May 22, 2008 Time: 1:15 p.m. Dept: 5

The *ex parte* application of Plaintiff, FIRST FEDERAL BANK OF CALIFORNIA, for an order issuing a successive Writ of Execution / Possession came for hearing on May 22, 2008 at 1:15 p.m. in Department 5 of the above-entitled court. Plaintiff appeared by counsel Earl R. Wallace. Defendant did / did not appear.

GOOD CAUSE for such order having been shown,

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IT IS HEREBY ORDERED AND DECREED that a writ of execution /possession shall issue forthwith in favor of Plaintiff, FIRST FEDERAL BANK OF CALIFORNIA against Catherine G. Pope, William Henry Carter, Eric L. Glover, Rodney L. Belle, Sr., Seminole Mortgages and all unnamed occupants (pursuant to California Code of Civil Procedure section 415.46) for restitution of the subject premises located at 1224 Weaver Street, San Diego, CA 92114.

Dated: MAY 2 2 2008.

CINDY D. DAVIS
JUDGE/COMMISSIONER OF THE SUPERIOR COURT

PF Pope

TO (Name and Address): TELEPHONE NO.:(949) 759-1080 RUZICKA & WALLACE 16520 BAKE PARKWAY STE 280 Irvine, CA 92618	LEVYING OFFICER (Name and Address): San Diego Sheriff's Department San Diego County Sheriff Sheriff's Civil Office PO Box 85306 San Diego, CA 92186-5306 (619) 544-6401 Fax: (619) 231-8001	
NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, IF ANY: San Diego County Superior Court 330 W Broadway San Diego, CA 92101 San Diego - Hall of Justice		
PLAINTIFF: FIRST FEDERAL BANK OF CALIFORNIA DEFENDANT CATHERINE G POPE		
Eviction Information for Property Owners/Managers/Counsel	LEVYING OFFICER FILE NO.: 2008142737	COURT CASE NO.: 37-2007-00038543

Mailing Date: Thursday, May 29, 2008

The Sheriff's Department has received your instructions and writ of execution for possession of real property.

Your scheduled eviction of defendant(s): **CATHERINE G POPE, WILLIAM HENRY CARTER, ERIC L GLOVER, RODNEY L BELLE SR**

Will take place at: **1224 Weaver St San Diego, CA 92114-1935**

Date of Restoration	Appointment Time
Thursday, June 05, 2008	**You will be contacted the business day prior to the scheduled restoration date with the restoration time.**

If you fail to appear for the eviction, the eviction __will__ be cancelled and the writ returned to court – __UNSATISFIED__. If you know beforehand that you CANNOT make your appointment or wish to cancel the eviction, call the Sheriff's Office/Civil Division with this document in hand at the number shown in the upper right-hand corner of this document.

__All__ cancellations made by phone must follow with a letter confirming the cancellation. A fax is accepted, and must follow with mailing the letter to our office (please include the Levying Officer File No.)

For the eviction to be completed, you or your agent must be prepared to take control of the property. To complete the eviction, the deputy must enter the premises to take control of the property and turn it over to you. Please have keys or a locksmith available. The deputy will not use force to enter the premises unless there is an emergency.

Do not tell the defendant(s) the time the deputy will appear to complete the eviction. He or she has already been given a date and time to vacate the premises. It is not the same as this appointment. Giving the defendant the date and time of the eviction can be an officer safety issue and sometimes slows the actual turnover of the property to the owner/agent when the defendant waits until the last minute to move.

This eviction appointment is an approximate time. Problems with earlier scheduled evictions may delay the deputy. If the delay is more than fifteen minutes, this office will attempt to call to give you the new time.

William B. Kolender, Sheriff

BY: Wendy Lee

Sheriff's Authorized Agent

RUZICKA & WALLACE
16520 BAKE PARKWAY STE 280
Irvine, CA 92618

EXHIBIT N

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EPPORT, RICHMAN & ROBBINS, LLP
1875 CENTURY PARK EAST, SUITE 800
LOS ANGELES, CALIFORNIA 90067-2512
TELEPHONE (310) 785-0885 • FACSIMILE (310) 785-0787

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 1875 Century Park East, Suite 800, Los Angeles, California 90067-2512.

On June 17, 2008, I served true copies of the following document(s) described as **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO DISMISS COMPLAINT OF KEITH SPENCER** on the interested parties in this action as follows:

Keith Spencer
1224 Weaver Street
San Diego, California 92114

In Pro Per

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Epport, Richman & Robbins, LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing as set forth in this Proof of Service.

I declare that I am employed in the office of a member of the bar of this Court, at whose direction this service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 17, 2008, at Los Angeles, California.

Darice Pequignot